

**LAKE STATION SANITARY DISTRICT**  
Lake Station, Indiana

**SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**  
**(SEWER UTILITY OPERATING FUND)**  
(Unaudited)

	<b>For Calendar Years</b>		<b>For the Test</b>
	<b>2006</b>	<b>2007</b>	<b>Year Ended</b>
			<b>5/31/2008</b>
<b>Operating Receipts:</b>			
Collections	\$1,485,791	\$1,478,469	\$1,628,443 *
Penalties	54,234	55,596	57,937 *
Total operating receipts	<u>1,540,025</u>	<u>1,534,065</u>	<u>1,686,380</u>
<b>Operating Disbursements:</b>			
Treatment costs	578,894	499,054	593,642
Superintendent	8,799	11,105	10,900
General foreman	4,805	5,818	4,923
Office manager/secretary	28,840	29,705	23,964
Utility clerks	42,532	43,808	44,651
General labor	156,343	164,050	174,954
Part time sanitary district secretary	1,000	1,400	1,033
Board Members	18,000	17,150	12,150
FICA and Medicare	19,097	20,183	20,075
PERF	14,650	12,821	16,779
Unemployment	2,357	1,503	1,394
Health insurance	64,210	71,815	68,708
Immunizations	-	501	466
Training	785	640	331
Printing and forms	10,117	7,276	7,209
Official records	5,281	2,904	4,507
Other supplies	418	534	2,501
Billing registers	600	600	600
Household	-	114	195
Fuel	63,882	87,501	99,101
Oil/fluids/lubricants	251	1,000	1,000
Tires and tubes	-	213	213
Repair parts	9,130	16,365	2,719
Lift station repairs and maintenance	71,213	59,678	47,941
Materials and supplies	19,814	7,882	5,079
Lift station supplies	9,467	9,167	7,905
Legal fees	13,556	5,505	3,605
Engineer fees	14,028	4,000	4,000
IN regional planning commission	-	-	5,987
IT Service	-	-	3,000
Telephone	1,937	1,908	1,278
Postage	6,582	8,000	7,153
Pager/Cell phone	445	454	390
Mileage	-	-	131
Insurance other than personal	25,360	26,000	884
Insurance reimbursement	88,000	94,000	54,000
Utilities	38,331	62,103	83,773
Rent	588	604	604
Unappropriated/Other	13,455	21,610	15,094
Total operating disbursements	<u>1,332,767</u>	<u>1,296,971</u>	<u>1,332,839</u>
Net operating receipts	<u>207,258</u>	<u>237,094</u>	<u>353,541</u>
<b>Non-Operating Receipts:</b>			
Interest income	6,111	925	727
Permits	175	400	300 *
Taps	4,480	11,960	11,980 *
Miscellaneous	338	160	577 *
Total non-operating receipts	<u>11,104</u>	<u>13,445</u>	<u>13,584</u>
<b>Non-Operating Disbursements:</b>			
Principal on 2005 Sanitary District Bonds	155,000	151,950	151,950
Interest on 2005 Sanitary District Bonds	213,535	-	-
User fees on bond	-	255,000	170,000
New construction	66,940	20,828	20,828
Capital improvements	8,004	6,998	10,117
Total non-operating disbursements	<u>443,479</u>	<u>434,776</u>	<u>352,895</u>
Increase/(decrease) in cash	(225,117)	(184,237)	14,230
Beginning cash balance	<u>430,722</u>	<u>205,605</u>	<u>126,382</u>
Ending cash balance	<u>\$205,605</u>	<u>\$21,368</u>	<u>\$140,612</u>

\* These accounts include 13 months of receipts.

(Subject to the comments in the accompanying letter  
of Umbaugh dated December 1, 2008)

**LAKE STATION SANITARY DISTRICT**  
**Lake Station, Indiana**

**SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**  
**(SANITARY DISTRICT)**  
(Unaudited)

	<b>For Calendar Years</b>		<b>For the Test</b>
	<b>2006</b>	<b>2007</b>	<b>Year Ended</b>
			<b>5/31/2008</b>
<b>Receipts:</b>			
Tax Collections	\$322,968	\$404,555	\$1,030,338
Interest income	693	102	-
User fees for Bond payment	-	255,000 (1)	170,000
Temporary Loan from Cumulative Sewer Fund	163,181	238,660	238,660
Total receipts	<u>486,842</u>	<u>898,317</u>	<u>1,438,998</u>
<b>Disbursements:</b>			
Principal on 2005 Sanitary District Bonds	255,000	373,050	373,050
Interest on 2005 Sanitary District Bonds	108,181	201,925	201,925
Bond fees	300	-	-
Repayment of Loan from Cumulative Sewer Fund	-	163,181	-
Capital charge from GSD	47,032	-	- (2)
Total disbursements	<u>410,513</u>	<u>738,156</u>	<u>574,975</u>
Increase in cash	76,329	160,161	864,023
Beginning cash balance	<u>72,959</u>	<u>149,288</u>	<u>124,740</u>
Ending cash balance	<u>\$149,288</u>	<u>\$309,449</u>	<u>\$988,763</u>

- (1) The sewage utility is required to make quarterly user fees transfers to the sanitary district in the amount of \$85,000 (\$340,000 annually). In 2007 the sewage utility only transferred \$255,000 due to making the December 2007 user fee payment directly to the Bank of New York for payment on the Bonds. This discrepancy was corrected on the books in June 2008.
- (2) The 2006 Gary Sanitary District capital charge of \$47,618 was paid from the Sewage Department's treatment line item in January 2008.

(Subject to the comments in the accompanying letter  
of Umbaugh dated December 1, 2008)



**LAKE STATION SANITARY DISTRICT**  
**Lake Station, Indiana**

**SCHEDULE OF AMORTIZATION OF \$4,565,000 PRINCIPAL AMOUNT OF**  
**SANITARY DISTRICT JUDGMENT FUNDING BONDS OF 2005**

<b>Payment Date</b>	<b>Principal Balance</b>	<b>Debt Service</b>				<b>Bond Year Total</b>
		<b><u>Principal</u></b>	<b><u>%</u></b>	<b><u>Interest</u></b>	<b><u>Total</u></b>	
7/1/2008	\$4,565	\$270	3.75%	\$93,556.25	\$363,556.25	
1/1/2009	4,295	270	3.75%	88,493.75	358,493.75	\$722,050.00
7/1/2009	4,025	275	3.75%	83,431.25	358,431.25	
1/1/2010	3,750	280	3.75%	78,275.00	358,275.00	716,706.25
7/1/2010	3,470	285	3.75%	73,025.00	358,025.00	
1/1/2011	3,185	290	4.25%	67,681.25	357,681.25	715,706.25
7/1/2011	2,895	295	4.25%	61,518.75	356,518.75	
1/1/2012	2,600	305	4.25%	55,250.00	360,250.00	716,768.75
7/1/2012	2,295	310	4.25%	48,768.75	358,768.75	
1/1/2013	1,985	315	4.25%	42,181.25	357,181.25	715,950.00
7/1/2013	1,670	320	4.25%	35,487.50	355,487.50	
1/1/2014	1,350	325	4.25%	28,687.50	353,687.50	709,175.00
7/1/2014	1,025	335	4.25%	21,781.25	356,781.25	
1/1/2015	690	340	4.25%	14,662.50	354,662.50	711,443.75
7/1/2015	350	350	4.25%	7,437.50	357,437.50	357,437.50
Totals		<u>\$4,565</u>		<u>\$800,237.50</u>	<u>\$5,365,237.50</u>	<u>\$5,365,237.50</u>

Average annual debt service for the 7 bond years ending 1/1/2009 - 1/1/2015 is \$715,400.

Maximum annual debt service on the original bond issue was \$726,925 for the bond year ending 1/1/2008.

(Subject to the comments in the accompanying letter  
of Umbaugh dated December 1, 2008)

**LAKE STATION SANITARY DISTRICT**  
Lake Station, Indiana

**SCHEDULE OF FUND BALANCES**  
**AND RECOMMENDED RESERVES**

	<u>Fund Balances at 5/31/2008</u>	<u>Recommended Reserves</u>	<u>Variance</u>
Operating Fund (1)	\$1,129,375 *	\$244,410	\$884,965
Sinking Fund (Lake Station Sanitary District Bond Fund):			
Bond and Interest Account (2)	-	302,964	(302,964)
Debt Service Reserve Account (2)	-	550,000	(550,000)
Improvement Fund (3)	-	400,000	(400,000)
Totals	<u>\$1,129,375</u>	<u>\$1,497,374</u>	<u>(367,999)</u>
Less: Temporary Loan Payable to the City of Lake Station (shown as negative) (4)			(238,660)
Add: First half of 2008 Debt Service Levy (5)			54,476
Total			<u><u>(\$552,183)</u></u>

\* The \$1,129,375 shown is the cumulative total of the Sewer Department and Lake Station Sanitary District Funds.

- (1) **Operating Fund** - Although not required by the bond ordinance in effect, we recommend reserving an amount sufficient to pay the expenses of operation, repair and maintenance for the next succeeding two calendar months.

Pro forma operating costs (page 7)	\$1,466,461
Times: 2 months expense (2 months / 12 months)	16.67%
Reserve Recommended	<u><u>\$244,410</u></u>

- (2) **Sinking Fund:**

**Lake Station Sanitary District Bond Fund** - Per Bond Ordinance No. 2005-2, Section 7(b) states monies held in this fund shall be applied to the payment of the principal of and interest on the 2005 Bonds, and all other bonds payable from the Special Tax and/or other revenues. To meet this requirement we recommend the reserve balances calculated below.

**Bond and Interest Account:**

5/6 of the interest payment due 7/1/2008 (\$93,556.25/6*5)	\$77,964
5/6 of the principal payment due 7/1/2008 (\$270,000/6*5)	<u>225,000</u>

Reserve Recommended	<u><u>\$302,964</u></u>
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**Debt Service Reserve Account:**

10% of the Bond proceeds	<u><u>\$550,000</u></u>
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- (3) **Improvement Fund** - Although not required by the bond ordinance, we recommend reserving an amount sufficient to pay annual capital improvements of the utility in this Fund.

Reserve Recommended (page 15)	<u><u>\$400,000</u></u>
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- (4) **Temporary Loan Payable to the City of Lake Station** - Represents a loan from the City to the Sanitary District on June 15, 2007 for \$238,660.24.

- (5) Based on one-half of the 2008 Lake Station Sanitary District tax levy budget estimate of \$108,952.

(Subject to the comments in the accompanying letter  
of Umbaugh dated December 1, 2008)

**LAKE STATION SANITARY DISTRICT**  
Lake Station, Indiana

**SCHEDULE OF TEST YEAR OPERATING  
DISBURSEMENTS ADJUSTED TO PROFORMA**

	<u>Test Year</u>	<u>Adjustments</u>	<u>Pro forma</u>
Operating Disbursements:			
Treatment costs	\$593,642	(\$4,122) (1)	\$589,520
Superintendent	10,900	5,754 (2)	16,654
General foreman	4,923	1,318 (2)	6,241
Office manager/secretary	23,964	6,632 (2)	30,596
Utility clerks	44,651	2,033 (2)	46,684
General labor	174,954	(4,954) (2)	170,000
Clerk-treasurer	-	1,352 (2)	1,352
Mayor	-	8,120 (2)	8,120
Part time sanitary district secretary	1,033	(383) (2)	650
Board Members	12,150	6,050 (2)	18,200
FICA and Medicare	20,075	594 (3)	20,669
PERF	16,779	2,809 (4)	19,588
Unemployment	1,394	4,006 (5)	5,400
Health insurance	68,708	9,292 (6)	78,000
401k	-	5,404 (7)	5,404
Immunizations	466	3,534 (8)	4,000
Training	331	3,669 (9)	4,000
Printing and forms	7,209	1,488 (10)	8,697
Official records	4,507	135 (36)	4,642
Other supplies	2,501	1,999 (11)	4,500
Billing registers	600	18 (36)	618
Household	195	405 (12)	600
Fuel	99,101	(39,101) (13)	60,000
Oil/fluids/lubricants	1,000	500 (14)	1,500
Tires and tubes	213	2,787 (15)	3,000
Repair parts	2,719	7,281 (16)	10,000
Lift station repairs and maintenance	47,941	52,059 (17)	100,000
Building and structure repairs and restoration	-	18,000 (18)	18,000
Computer hardware/software	-	2,000 (19)	2,000
Materials and supplies	5,079	9,921 (20)	15,000
Lift station supplies	7,905	2,095 (21)	10,000
Legal fees	3,605	36,395 (22)	40,000
Engineer fees	4,000	4,000 (23)	8,000
Accounting fees	-	6,767 (24)	6,767
Sewer permit inspection fee	-	2,500 (25)	2,500
IN regional planning commission	5,987	(5,987) (26)	-
IT Service	3,000	90 (36)	3,090
Telephone	1,278	2,722 (27)	4,000
Postage	7,153	2,847 (28)	10,000
Pager/Cell phone	390	1,110 (29)	1,500
Mileage	131	4 (36)	135
Mobile radio equipment	-	300 (30)	300
Travel and education	-	3,500 (31)	3,500
Insurance other than personal	884	25,116 (32)	26,000
Insurance reimbursement	54,000	(54,000) (33)	-
Utilities	83,773	12,227 (34)	96,000
Rent	604	18 (36)	622
Unappropriated/Other	15,094	(14,682) (35)	412
Totals	<u>\$1,332,839</u>	<u>\$133,622</u>	<u>\$1,466,461</u>

**EXPLANATION OF ADJUSTMENTS**

**Adjustment (1)**

**Treatment**

To adjust test year treatment charges based on test year consumption and current test year charges per the Cender & Co. report dated August 27, 2007.

Pro forma treatment	\$589,520
Less: Test year treatment	(593,642)
Adjustment (1)	<u>(\$4,122)</u>

(Continued on next page)

(Subject to the comments in the accompanying letter of Umbaugh dated December 1, 2008)

**LAKE STATION SANITARY DISTRICT**  
Lake Station, Indiana

**SCHEDULE OF TEST YEAR OPERATING  
DISBURSEMENTS ADJUSTED TO PROFORMA  
EXPLANATION OF ADJUSTMENTS (Cont'd)**

**Adjustment (2)**

**Labor**

To adjust test year labor accounts based on the proposed 2009 budget provided by utility management.

Position:	Pro Forma Wages	Less: Test Year Wages	Adjustment (2)
Superintendent	\$16,654	(\$10,900)	\$5,754
General foreman	6,241	(4,923)	1,318
Office manager/secretary	30,596	(23,964)	6,632
Utility clerks	46,684	(44,651)	2,033
General labor	170,000	(174,954)	(4,954)
Clerk-Treasurer	1,352	-	1,352
Mayor	8,120	-	8,120
Part time sanitary district secretary	650	(1,033)	(383)
Board Members	18,200	(12,150)	6,050
Totals	\$298,497	(\$272,575)	\$25,922

**Adjustment (3)**

**FICA and Medicare**

To adjust test year FICA and Medicare per Resolution No. 2008-22.

Pro forma FICA and Medicare	\$20,669
Less: Test year FICA and Medicare	(20,075)
Adjustment (3)	\$594

**Adjustment (4)**

**PERF**

To adjust test year PERF per Resolution No. 2008-22.

Pro forma PERF	\$19,588
Less: Test year PERF	(16,779)
Adjustment (4)	\$2,809

**Adjustment (5)**

**Unemployment**

To adjust test year unemployment per Resolution No. 2008-22.

Pro forma unemployment	\$5,400
Less: Test year unemployment	(1,394)
Adjustment (5)	\$4,006

**Adjustment (6)**

**Health Insurance**

To adjust test year health insurance based on proposed 2009 budget provided by utility management.

Pro forma health insurance cost (per preliminary 2009 budget)	\$78,000
Less: Test year health insurance	(68,708)
Adjustment (6)	\$9,292

**Adjustment (7)**

**401k**

To adjust test year 401k insurance per Resolution No. 2008-22.

Pro forma 401k	\$5,404
Less: Test year 401k	0
Adjustment (7)	\$5,404

**Adjustment (8)**

**Immunizations**

To adjust test year immunizations per Resolution No. 2008-22.

Pro forma immunizations	\$4,000
Less: Test year immunizations	(466)
Adjustment (8)	\$3,534

(Continued on next page)

(Subject to the comments in the accompanying letter  
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LAKE STATION SANITARY DISTRICT  
Lake Station, Indiana

**SCHEDULE OF TEST YEAR OPERATING  
DISBURSEMENTS ADJUSTED TO PROFORMA  
EXPLANATION OF ADJUSTMENTS (Cont'd)**

**Adjustment (9)**

**Training**

To adjust test year training per Resolution No. 2008-22.

Pro forma training	\$4,000
Less: Test year training	(331)
Adjustment (9)	<u>\$3,669</u>

**Adjustment (10)**

**Printing and Forms**

To adjust test year printing and forms cost based on a historical two-year average.

2006 printing and forms (page 3)	\$10,117	
2007 printing and forms (page 3)	<u>7,276</u>	
Subtotal		\$17,393
Divided by: 2 years		<u>2</u>
Pro forma printing and forms		\$8,697
Less: Test year printing and forms		(7,209)
Adjustment (10)		<u>\$1,488</u>

**Adjustment (11)**

**Other Supplies**

To adjust test year other supplies based on the proposed 2009 budget provided by utility management.

Pro forma other supplies - includes copier lease (per preliminary 2009 budget)	\$4,500
Less: Test year other supplies	(2,501)
Adjustment (11)	<u>\$1,999</u>

**Adjustment (12)**

**Household**

To adjust test year household based on per Resolution No. 2008-22.

Pro forma household	\$600
Less: Test year household	(195)
Adjustment (12)	<u>\$405</u>

**Adjustment (13)**

**Fuel**

To adjust test year fuel based on the proposed 2009 budget provided by utility management. The pro forma amount is low compared to test year due to anticipated fuel reimbursements from the City's other departments (per City Management).

Pro forma fuel (per preliminary 2009 budget)	\$60,000
Less: Test year fuel	(99,101)
Adjustment (13)	<u>(\$39,101)</u>

**Adjustment (14)**

**Oil/Fluids/Lubricants**

To adjust test year oil/fluid/lubricants based on the proposed 2009 budget provided by utility management.

Pro forma oil/fluids/lubricants (per preliminary 2009 budget)	\$1,500
Less: Test year oil/fluids/lubricants	(1,000)
Adjustment (14)	<u>\$500</u>

**Adjustment (15)**

**Tires and Tubes**

To adjust test year tires and tubes per Resolution No. 2008-22.

Pro forma tires and tubes	\$3,000
Less: Test year tires and tubes	(213)
Adjustment (15)	<u>\$2,787</u>

(Continued on next page)

(Subject to the comments in the accompanying letter  
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LAKE STATION SANITARY DISTRICT  
Lake Station, Indiana

**SCHEDULE OF TEST YEAR OPERATING  
DISBURSEMENTS ADJUSTED TO PROFORMA  
EXPLANATION OF ADJUSTMENTS (Cont'd)**

**Adjustment (16)**

**Repair Parts**

To adjust test year repair parts based on the proposed 2009 budget provided by utility management.

Pro forma repair parts (per preliminary 2009 budget)	\$10,000
Less: Test year repair parts	(2,719)
Adjustment (16)	<u>\$7,281</u>

**Adjustment (17)**

**Lift Station Repairs and Maintenance**

To adjust test year lift station repairs and maintenance based on the proposed 2009 budget provided by utility management.  
The pro forma amount includes grant matching monies for lift station upgrades.

Pro forma lift station repairs and maintenance (per preliminary 2009 budget)	\$100,000
Less: Test year lift station repairs and maintenance	(47,941)
Adjustment (17)	<u>\$52,059</u>

**Adjustment (18)**

**Building and Structure Repairs and Restoration**

To adjust test year building and structure repairs and restoration based on the proposed 2009 budget provided by utility management.

Pro forma building and structure repairs and restoration (per preliminary 2009 budget)	\$18,000
Less: Test year building and structure repairs and restoration	-
Adjustment (18)	<u>\$18,000</u>

**Adjustment (19)**

**Computer Hardware/Software**

To adjust test year computer hardware/software based on the proposed 2009 budget provided by utility management.

Pro forma computer hardware/software (per preliminary 2009 budget)	\$2,000
Less: Test year computer hardware/software	-
Adjustment (19)	<u>\$2,000</u>

**Adjustment (20)**

**Materials and Supplies**

To adjust test year materials and supplies based on the proposed 2009 budget provided by utility management.

Pro forma materials and supplies (per preliminary 2009 budget)	\$15,000
Less: Test year materials and supplies	(5,079)
Adjustment (20)	<u>\$9,921</u>

**Adjustment (21)**

**Lift Station Supplies**

To adjust test year lift station supplies based on the proposed 2009 budget provided by utility management.

Pro forma lift station supplies (per preliminary 2009 budget)	\$10,000
Less: Test year lift station supplies	(7,905)
Adjustment (21)	<u>\$2,095</u>

**Adjustment (22)**

**Legal Fees**

To adjust test year legal fees based on estimates provided by Meyer & Wyatt, P.C.

Pro forma legal fees	\$40,000
Less: Test year legal fees	(3,605)
Adjustment (22)	<u>\$36,395</u>

**Adjustment (23)**

**Engineer fees**

To adjust test year engineer fees per Resolution No. 2008-22.

Pro forma engineer fees	\$8,000
Less: Test year engineer fees	(4,000)
Adjustment (23)	<u>\$4,000</u>

(Continued on next page)

(Subject to the comments in the accompanying letter  
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LAKE STATION SANITARY DISTRICT  
Lake Station, Indiana

**SCHEDULE OF TEST YEAR OPERATING  
DISBURSEMENTS ADJUSTED TO PROFORMA  
EXPLANATION OF ADJUSTMENTS (Cont'd)**

**Adjustment (24)**

**Accounting Fees**

To adjust test year accounting fees for annual audit fees and the estimated cost associated with this rate study amortized over a 3 year period.

Estimated annual audit fees (per preliminary 2009 budget)	\$1,600	
Plus:		
Estimated Umbaugh fees related to rate study	\$8,000	
Divided by: 3 years	3	
Annual rate study cost		2,667
Plus:		
Estimated annual Umbaugh Gary Sanitary District review fees	2,500	
Pro forma accounting fees		\$6,767
Less: Test year accounting fees		-
Adjustment (24)		<u>\$6,767</u>

**Adjustment (25)**

**Sewer Permit Inspection Fee**

To adjust test year sewer permit inspection fee based on the proposed 2009 budget provided by utility management.

Pro forma sewer permit inspection fee (per preliminary 2009 budget)	\$2,500
Less: Test year sewer permit inspection fee	-
Adjustment (25)	<u>\$2,500</u>

**Adjustment (26)**

**IN Regional Planning Commission**

To adjust test year IN regional planning commission costs based on the proposed 2009 budget provided by utility management.

Pro forma IN regional planning commission (per preliminary 2009 budget)	\$
Less: Test year IN regional planning commission	(5,987)
Adjustment (26)	<u>(\$5,987)</u>

**Adjustment (27)**

**Telephone**

To adjust test year telephone per Resolution No. 2008-22.

Pro forma telephone	\$4,000
Less: Test year telephone	(1,278)
Adjustment (27)	<u>\$2,722</u>

**Adjustment (28)**

**Postage**

To adjust test year postage per Resolution No. 2008-22.

Pro forma postage	\$10,000
Less: Test year postage	(7,153)
Adjustment (28)	<u>\$2,847</u>

**Adjustment (29)**

**Pager/Cell Phone**

To adjust test year pager/cell phone costs based on the proposed 2009 budget provided by utility management.

Pro forma pager/cell phone (per preliminary 2009 budget)	\$1,500
Less: Test year pager/cell phone	(390)
Adjustment (29)	<u>\$1,110</u>

**Adjustment (30)**

**Mobile Radio Equipment**

To adjust test year mobile radio equipment based on Resolution No. 2008-22.

Pro forma mobile radio equipment	\$300
Less: Test year mobile radio equipment	0
Adjustment (30)	<u>\$300</u>

(Continued on next page)

(Subject to the comments in the accompanying letter  
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**LAKE STATION SANITARY DISTRICT**  
Lake Station, Indiana

**SCHEDULE OF TEST YEAR OPERATING  
DISBURSEMENTS ADJUSTED TO PROFORMA  
EXPLANATION OF ADJUSTMENTS (Cont'd)**

**Adjustment (31)**

**Travel and Education**

To adjust test year travel and education based on Resolution No. 2008-22.

Pro forma travel and education	\$3,500
Less: Test year travel and education	0
Adjustment (31)	<u>\$3,500</u>

**Adjustment (32)**

**Insurance Other Than Personal**

To adjust test year insurance other than personal based on the proposed 2009 budget provided by utility management.

Pro forma insurance other than personal (per preliminary 2009 budget)	\$26,000
Less: Test year insurance other than personal	(884)
Adjustment (32)	<u>\$25,116</u>

**Adjustment (33)**

**Insurance Reimbursement**

To adjust test year insurance reimbursement for the elimination of this required payment.

Pro forma insurance reimbursement (these payments are complete)	\$ -
Less: Test year insurance reimbursements	(54,000)
Adjustment (33)	<u>(\$54,000)</u>

**Adjustment (34)**

**Utilities**

To adjust test year utilities based on the proposed 2009 budget provided by utility management. The pro forma amount reflects estimated increases in NIPSCO rates.

Pro forma utilities (per preliminary 2009 budget)	\$96,000
Less: Test year utilities	(83,773)
Adjustment (34)	<u>\$12,227</u>

**Adjustment (35)**

**Other/Unappropriated**

To adjust test year other/unappropriated to back out one-time capital expenses.

Test year other/unappropriated	\$15,094
Less: Force main capital expense in December 2007	<u>(14,682)</u>
Pro forma other/unappropriated	\$412
Less: Test year other/unappropriated	(15,094)
Adjustment (35)	<u>(\$14,682)</u>

**Adjustment (36)**

**Inflation Adjustment**

Adjustment to disbursements not specifically listed above for inflation.

Operating disbursements subject to adjustment	\$8,842
Times: 3% for inflation	3%
Adjustment (36)	<u>\$265</u>

(Subject to the comments in the accompanying letter  
of Umbaugh dated December 1, 2008)



**LAKE STATION SANITARY DISTRICT**  
Lake Station, Indiana

**ANNUAL PROFORMA DISBURSEMENTS ALLOCATED TO FUNCTION**

	<u>Flow</u>	<u>Collection System</u>	<u>Billing</u>	<u>Administrative</u>	<u>Total</u>
Operating Disbursements:					
Treatment costs	\$589,520				\$589,520
Superintendent (1)	8,327	\$8,327			16,654
General foreman (1)	3,121	3,120			6,241
Office manager/secretary				\$30,596	30,596
Utility clerks			\$46,684		46,684
General labor (1)	85,000	85,000			170,000
Clerk-treasurer				\$1,352	1,352
Mayor				8,120	8,120
Part time sanitary district secretary				650	650
Board Members				18,200	18,200
FICA and Medicare (2)	6,678	6,678	3,233	4,080	20,669
PERF (3)	6,329	6,329	3,064	3,866	19,588
Unemployment (2)	1,745	1,745	845	1,065	5,400
Health insurance (2)	25,203	25,202	12,199	15,396	78,000
401k (2)	1,746	1,746	845	1,067	5,404
Immunizations (2)	1,292	1,292	626	790	4,000
Training (2)	1,292	1,292	626	790	4,000
Printing and forms			8,697		8,697
Official records			4,642		4,642
Other supplies			4,500		4,500
Billing registers			618		618
Household			600		600
Fuel (1)	30,000	30,000			60,000
Oil/fluids/lubricants (1)	750	750			1,500
Tires and tubes (1)	1,500	1,500			3,000
Repair parts (1)	5,000	5,000			10,000
Lift station repairs and maintenance (1)	50,000	50,000			100,000
Building and structure repairs and restoration	9,000	9,000			18,000
Computer hardware/software (4)			1,000	1,000	2,000
Materials and supplies (1)	7,500	7,500			15,000
Lift station supplies (1)	5,000	5,000			10,000
Legal fees				40,000	40,000
Engineer fees				8,000	8,000
Accounting fees				6,767	6,767
Sewer permit inspection fee				2,500	2,500
IT Service (4)			1,545	1,545	3,090
Telephone				4,000	4,000
Postage				10,000	10,000
Pager/Cell phone				1,500	1,500
Mileage				135	135
Mobile radio equipment				300	300
Travel and education				3,500	3,500
Insurance other than personal				26,000	26,000
Utilities (5)	86,400	9,600			96,000
Rent				622	622
Unappropriated/Other				412	412
Subtotals	925,403	259,081	89,724	192,253	1,466,461
Allocation of administrative disbursements (6)	139,625	39,090	13,538	(192,253)	-
Less: New Chicago billings (7)	(29,527)				(29,527)
Total operating costs	\$1,035,501	\$298,171	\$103,262	\$ -	\$1,436,934

- (1) Costs allocated 50% to flow and 50% to collections system.
- (2) Allocated based on labor allocation.
- (3) Allocated based on PERF eligible employee labor allocation.
- (4) Costs allocated 50% to billing and 50% to administrative.
- (5) Costs allocated 90% to flow and 10% to collection system.
- (6) Allocated based on allocation of all other proforma disbursements to flow, collection system and billing.
- (7) Per copies of monthly bills to New Chicago for twelve month period 6/1/2007 - 5/1/2008 provided by utility management.

(Subject to the comments in the accompanying letter  
of Umbaugh dated December 1, 2008)

**LAKE STATION SANITARY DISTRICT**  
**Lake Station, Indiana**

**SCHEDULE OF NORMALIZED OPERATING RECEIPTS**

	<u>Test Year</u>	<u>Adjustments</u>	<u>Normalized Receipts</u>
Operating Receipts:			
Collections	\$1,628,443	(\$121,072) (1)	\$1,507,371
Penalties	57,937	(4,174) (2)	53,763
Total operating receipts	<u>\$1,686,380</u>	<u>(\$125,246)</u>	<u>\$1,561,134</u>

**EXPLANATION OF ADJUSTMENTS**

**Adjustment (1)**

**Collections**

To adjust test year collections for 12 months due to the test year including 13 months of collection receipts.

Test year collections	\$1,628,443	
Less: May 2007 collections recorded in June on Keystone	<u>(121,072)</u>	
Normalized collections		\$1,507,371
Less: Test year collections		<u>(1,628,443)</u>
Adjustment (1)		<u>(\$121,072)</u>

**Adjustment (2)**

**Penalties**

To adjust test year penalties for 12 months due to the test year including 13 months of penalty receipts.

Test year penalties	\$57,937	
Less: May 2007 penalties recorded in June on Keystone	<u>(4,174)</u>	
Normalized penalty receipts		\$53,763
Less: Test year collections		<u>(57,937)</u>
Adjustment (2)		<u>(\$4,174)</u>

(Subject to the comments in the accompanying letter  
of Umbaugh dated December 1, 2008)

**LAKE STATION SANITARY DISTRICT**  
**Lake Station, Indiana**

**SCHEDULE OF FORECASTED CAPITAL IMPROVEMENTS**

<b>Improvement</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>Total</b>
Central Avenue sewer line replacement	\$300,000	\$300,000	\$300,000	\$300,000	\$1,200,000
Miscellaneous capital improvements	100,000	100,000	100,000	100,000	400,000
<b>Totals</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$1,600,000</b>
Divided by: 4 years					4
<b>Average annual capital improvements</b>					<b>\$400,000</b>

(Subject to the comments in the accompanying letter  
of Umbaugh dated December 1, 2008)

**LAKE STATION SANITARY DISTRICT**  
**Lake Station, Indiana**

**SCHEDULE OF ESTIMATED ANNUAL REVENUE**  
**VERSUS REVENUE REQUIREMENTS**

Estimated Annual Receipts:

Normalized operating receipts (page 14)	\$1,561,134
Test year interest income (page 3)	<u>727</u>
Total estimated annual receipts	<u>1,561,861</u>

Estimated Annual Revenue Requirements:

Pro forma operating disbursements (page 7)	1,466,461
Annual debt service (page 5) (1)	715,400
Repayment of temporary loan to City (2)	79,553
Utility portion of lift station rebuild and new sewer flow line (3)	146,667
Funds for capital improvements (page 15)	<u>400,000</u>
Total estimated annual revenue requirements	<u>2,808,081</u>

Estimated shortfall in receipts	<u><u>(\$1,246,220)</u></u>
---------------------------------	-----------------------------

- (1) Assumes the bonds are paid 100% from user fees in future years.
- (2) This represents the \$238,660.24 temporary loan from the Cumulative Sewage Fund paid back over 3 years.
- (3) This represents the \$440,000 paid by the City for the lift station rebuild and new sewer flow line paid back over 3 years.

(Subject to the comments in the accompanying letter  
of Umbaugh dated December 1, 2008)



**LAKE STATION SANITARY DISTRICT**  
**Lake Station, Indiana**

**SCHEDULE OF ANNUAL BILLINGS,**  
**EQUIVALENT CONNECTIONS, AND FLOW**

<u>Meter Size</u>	<u>Connections (1)</u>	<u>Annual Monthly Bills</u>	<u>Equivalency Factors</u>	<u>Annual Equivalent Connections</u>
5/8" - 3/4"	4,486	53,832	1.0	53,832.0
1"	21	252	2.5	630.0
1-1/2"	5	60	5.8	348.0
2"	13	156	10.0	1,560.0
3"	1	12	23.0	276.0
4"	1	12	40.0	480.0
6"	1	12	91.0	1,092.0
Unmetered	4 (2)	48	1.0	48.0
Totals	<u>4,532</u>	<u>54,384</u>		<u>58,266.0</u>

- (1) Per Keystone billing information and manual meter size look-up provided by utility staff.  
(2) Per hand written history of vacant/flat rate customers provided by utility staff on 7/30/2008.

**Billed Flow - In Gallons**

City of Lake Station:

Metered Flow	340,546,451
Unmetered Flow (assumes 5,000 gallons per month per connection)	240,000
Total Lake Station flow	340,786,451
Town of New Chicago - wholesale	34,713,110
Total Billed Flow	<u>375,499,561</u>

(Subject to the comments in the accompanying letter  
of Umbaugh dated December 1, 2008)

**LAKE STATION SANITARY DISTRICT**  
Lake Station, Indiana

**ANNUAL PROFORMA DISBURSEMENTS ALLOCATED TO FUNCTION**  
**AND CALCULATION OF OPERATION AND MAINTENANCE RATE**

	Flow	Collection System	Billing	Administrative	Total
<b>Operating Disbursements:</b>					
Treatment costs	\$589,520				\$589,520
Superintendent (1)	8,327	\$8,327			16,654
General foreman (1)	3,121	3,120			6,241
Office manager/secretary				\$30,596	30,596
Utility clerks			\$46,684		46,684
General labor (1)	85,000	85,000			170,000
Clerk-treasurer				\$1,352	1,352
Mayor				8,120	8,120
Part time sanitary district secretary				650	650
Board Members				18,200	18,200
FICA and Medicare (2)	6,678	6,678	3,233	4,080	20,669
PERF (3)	6,329	6,329	3,064	3,866	19,588
Unemployment (2)	1,745	1,745	845	1,065	5,400
Health insurance (2)	25,203	25,202	12,199	15,396	78,000
401k (2)	1,746	1,746	845	1,067	5,404
Immunizations (2)	1,292	1,292	626	790	4,000
Training (2)	1,292	1,292	626	790	4,000
Printing and forms			8,697		8,697
Official records			4,642		4,642
Other supplies			4,500		4,500
Billing registers			618		618
Household			600		600
Fuel (1)	30,000	30,000			60,000
Oil/fluids/lubricants (1)	750	750			1,500
Tires and tubes (1)	1,500	1,500			3,000
Repair parts (1)	5,000	5,000			10,000
Lift station repairs and maintenance (1)	50,000	50,000			100,000
Building and structure repairs and restoration	9,000	9,000			18,000
Computer hardware/software (4)			1,000	1,000	2,000
Materials and supplies (1)	7,500	7,500			15,000
Lift station supplies (1)	5,000	5,000			10,000
Legal fees				40,000	40,000
Engineer fees				8,000	8,000
Accounting fees				6,767	6,767
Sewer permit inspection fee				2,500	2,500
IT Service (4)			1,545	1,545	3,090
Telephone				4,000	4,000
Postage				10,000	10,000
Pager/Cell phone				1,500	1,500
Mileage				135	135
Mobile radio equipment				300	300
Travel and education				3,500	3,500
Insurance other than personal				26,000	26,000
Utilities (5)	86,400	9,600			96,000
Rent				622	622
Unappropriated/Other				412	412
Subtotals	925,403	259,081	89,724	192,253	1,466,461
Allocation of administrative disbursements (6)	139,625	39,090	13,538	(192,253)	-
Less: New Chicago billings (7)	(29,527)				(29,527)
Total operating costs	\$1,035,501	\$298,171	\$103,262	\$ -	\$1,436,934
<b>Billing Determinants:</b>					
Flow (in thousand gallons)	340,786				
ESFDU's		58,266.0			
Bills			\$4,384		
Operating costs per billing determinant	\$3.0386	\$5.1174	\$1.8988		
Suggested Rate	\$3.04 *	\$5.12	\$1.90		

\* Should the Utility begin billing Sage Investment's account # 1809905342 in the same manner as account # 1809905341 the resulting flow rate would be \$3.12.

- (1) Costs allocated 50% to flow and 50% to collections system.
- (2) Allocated based on labor allocation.
- (3) Allocated based on PERF eligible employee labor allocation.
- (4) Costs allocated 50% to billing and 50% to administrative.
- (5) Costs allocated 90% to flow and 10% to collection system.
- (6) Allocated based on allocation of all other proforma disbursements to flow, collection system and billing.
- (7) Per copies of monthly bills to New Chicago for twelve month period 6/1/2007 - 5/1/2008 provided by utility management.

(Subject to the comments in the accompanying letter  
of Umbaugh dated December 1, 2008)

**LAKE STATION SANITARY DISTRICT**  
**Lake Station, Indiana**

**CALCULATION OF CAPITAL RATE**

Forecasted Capital Improvements (page 15)	\$400,000
Utility portion of lift station rebuild and new sewer flow line (page 16)	<u>146,667</u>
Total Capital	\$546,667
Billing Determinant - ESFDU's	<u>58,266.0</u>
Capital Rate per ESFDU	<u><u>\$9.38</u></u>

(Subject to the comments in the accompanying letter  
of Umbaugh dated December 1, 2008)

**LAKE STATION SANITARY DISTRICT**  
**Lake Station, Indiana**

**CALCULATION OF DEBT SERVICE RATE**

Debt Service (page 5)	\$715,400
Repayment of temporary loan to City (page 16)	<u>79,553</u>
Total Debt Service	\$794,953
Billing Determinant - Flow (per 1,000 gallons)	<u>340,786</u>
Debt Service Rate per 1,000 Gallons	<u><u>\$2.33</u></u> (1)

(1) Should the Utility begin billing Sage Investment's account # 1809905342 in the same manner as account # 1809905341 the resulting debt service rate would be \$2.39.

(Subject to the comments in the accompanying letter  
of Umbaugh dated December 1, 2008)



**LAKE STATION SANITARY DISTRICT**  
**Lake Station, Indiana**

**SCHEDULE OF CURRENT AND PROPOSED RATES**

	<b>Current Rates (1)</b>	<b>Proposed Rates</b>
Billing Charge (per bill)	N/A	\$1.90
Base Rates: (2)	N/A	
5/8" - 3/4"		\$14.50
1"		36.25
1-1/2"		84.10
2"		145.00
3"		333.50
4"		580.00
6"		1,319.50
Minimum Charge	\$5.00	N/A
Treatment Rate (per 1,000 Gallons) (3)	\$4.30	\$5.37 (4)
Unmetered Users (5)	\$21.50	\$43.25

(1) Per Rate Ordinance No. 2005-16, adopted May 5, 2005.

(2) Includes the collection system charge (page 18) and the capital charge (page 19).

(3) Includes the flow charge (page 18) and the debt service charge (page 20).

(4) Should the Utility begin billing Sage Investment's account # 1809905342 in the same manner as account # 1809905341 the resulting treatment rate would be \$5.51.

(5) Based on 5,000 gallons.

Note: The unmetered users monthly charge would increase approximately 1.6% should the Utility begin billing Sage Investment's account # 1809905342 in the same manner as account # 1809905341.

(Subject to the comments in the accompanying letter  
of Umbaugh dated December 1, 2008)

# Lake Station Sanitary District

December 23, 2008



# Lake Station Sanitary District

## Recommended Reserve Balances

	Fund		
	Balances at <u>5/31/2008</u>	Recommended <u>Reserves</u>	<u>Variance</u>
Operating Fund	\$1,129,375	\$244,410	\$884,965
Sinking Fund (Lake Station Sanitary District Bond Fund):			
Bond and Interest Account	-	302,964	(302,964)
Debt Service Reserve Account	-	550,000	(550,000)
Improvement Fund	-	400,000	(400,000)
Totals	<u>\$1,129,375</u>	<u>\$1,497,374</u>	<u>(367,999)</u>
Less: Temporary Loan Payable to the City of Lake Station (shown as negative)			(238,660)
Add: First half of 2008 Debt Service Levy			54,476
Total			<u><u>(\$552,183)</u></u>



(For Discussion Purposes)  
December 23, 2008

# Lake Station Sanitary District

Test year operating costs

\$1,332,839

Anticipated changes:

Labor	\$25,922
Labor related	29,308
Lift station repair	52,059
Building & structure repair	18,000
Professional fees	47,162
Insurance	25,116
Other	<u>((63,945))</u>
Pro forma O&M budget	

\$1,466,461



# Lake Station Sanitary District

## Sanitary District Judgement Funding Bonds of 2005

Payment Date	Principal Balance (In thousands) \$4,565	Debt Service			Bond Year	
		Principal	%	Interest	Total	Total
7/1/2008		\$270	3.75	\$93,556.25	\$363,556.25	
1/1/2009	4,295	270	3.75	88,493.75	358,493.75	\$722,050.00
7/1/2009	4,025	275	3.75	83,431.25	358,431.25	
1/1/2010	3,750	280	3.75	78,275.00	358,275.00	716,706.25
7/1/2010	3,470	285	3.75	73,025.00	358,025.00	
1/1/2011	3,185	290	4.25	67,681.25	357,681.25	715,706.25
7/1/2011	2,895	295	4.25	61,518.75	356,518.75	
1/1/2012	2,600	305	4.25	55,250.00	360,250.00	716,768.75
7/1/2012	2,295	310	4.25	48,768.75	358,768.75	
1/1/2013	1,985	315	4.25	42,181.25	357,181.25	715,950.00
7/1/2013	1,670	320	4.25	35,487.50	355,487.50	
1/1/2014	1,350	325	4.25	28,687.50	353,687.50	709,175.00
7/1/2014	1,025	335	4.25	21,781.25	356,781.25	
1/1/2015	690	340	4.25	14,662.50	354,662.50	711,443.75
7/1/2015	350	350	4.25	7,437.50	357,437.50	357,437.50
Totals		\$4,565		\$800,237.50	\$5,365,237.50	\$5,365,237.50



(For Discussion Purposes)  
December 23, 2008



# Lake Station Sanitary District

## Other Obligations

- Funds for Equipment Replacement \$400,000
- Funds Owed to the City \$226,220



# Lake Station Sanitary District

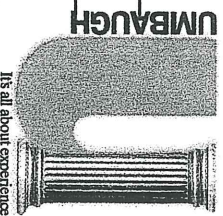
## Estimated Annual Revenue Vs. Revenue Requirements

### Estimated Annual Receipts:

Normalized operating receipts	\$1,561,134
Test year interest income	727
Total estimated annual receipts	<u>1,561,861</u>

### Estimated Annual Revenue Requirements:

Pro forma operating disbursements	1,466,461
Annual debt service	715,400
Repayment of temporary loan to City	79,553
Utility portion of lift station rebuild and new sewer flow line	146,667
Funds for capital improvements	400,000
Total estimated annual revenue requirements	<u>2,808,081</u>
Estimated shortfall in receipts	<u><u>(\$1,246,220)</u></u>



(For Discussion Purposes)

December 23, 2008

# Lake Station Sanitary District

## Costs Funded From Rates:

Operation and Maintenance Expense	\$1,466,461	
Less: New Chicago billings	(29,527)	
Subtotal	1,436,934	
Capital Improvements	400,000	
Settlement Bond Issue	715,000	
Subtotal		\$2,551,934

## Loans Payable to the City:

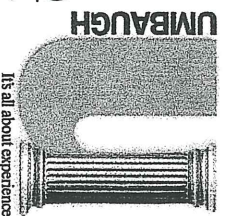
Lift Station Improvements	\$440,000	
Bond Payment	240,000	
Subtotal	680,000	
Repaid over three years	÷	3
Subtotal		227,000
Total Funds Required from New Rates		\$2,778,934



# Lake Station Sanitary District

## Customers Served by Sanitary District

<u>Meter Size</u>	<u>Connections</u>	<u>Annual Monthly Bills</u>	<u>Equivalency Factors</u>	<u>Annual Equivalent Factors</u>
5/8" – 3/4"	4,486	53,832	1.0	53,832.0
1"	21	252	2.5	630.0
1 1/2"	5	60	5.8	348.0
2"	13	156	10.0	1,560.0
3"	1	12	23.0	276.0
4"	1	12	40.0	480.0
6"	1	12	91.0	1,092.0
Unmetered	<u>4</u>	<u>48</u>	<u>1.0</u>	<u>48.0</u>
Totals	<u>4,532</u>	<u>54,384</u>		<u>58,266.0</u>



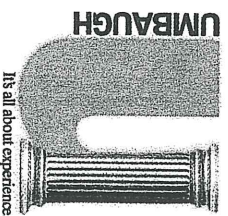
(For Discussion Purposes)  
December 23, 2008



# Lake Station Sanitary District

## Current and Proposed Rates

	<u>Current Rates</u>	<u>Proposed Rates</u>
Billing Charge (per bill)	N/A	\$1.90
Base Rates:	N/A	
5/8" – 3/4"		\$14.50
1"		36.25
1 1/2"		84.10
2"		145.00
3"		333.50
4"		580.00
6"		1,319.50
Minimum Charge	\$5.00	N/A
Treatment Rate (per 1,000 gal.)	\$4.30	\$5.37
Unmetered Users	\$21.50	\$43.25





# Lake Station Sanitary District

	Current	Proposed
	<u>Residential Bill*</u>	<u>Residential Bill*</u>
O&M Expense	\$13.69	\$22.22
Settlement Bond Issue	4.30	10.50
Repayment of City Loan	1.24	3.66
Capital Improvements	<u>2.27</u>	<u>6.87</u>
Total Proposed Residential Bill	<u>\$21.50</u>	<u>\$43.25</u>

\* Assumes 5,000 gallons of usage



LAKE STATION SANITARY DISTRICT  
RESOLUTION NO. 2013-18

1/29/13  
J. H. [Signature]  
J. H. [Signature]

A RESOLUTION APPROPRIATING MONIES FOR THE PURPOSE OF DEFRAYING THE EXPENSES OF THE LAKE STATION SANITARY DISTRICT OF THE CITY OF LAKE STATION, LAKE COUNTY, INDIANA, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2014 AND ENDING DECEMBER 31, 2014 INCLUDING ALL OUTSTANDING CLAIMS AND OBLIGATIONS

BE IT RESOLVED BY THE LAKE STATION SANITARY DISTRICT BOARD OF COMMISSIONERS OF THE CITY OF LAKE STATION, LAKE COUNTY, INDIANA AS FOLLOWS:

Section 1: That for the expenses of the LAKE STATION SANITARY DISTRICT for the fiscal year beginning January 1, 2014 and ending December 31, 2014 the following sums of money are hereby appropriated and ordered set apart out of the funds herein named and for the purposes herein specified. Subject to the laws governing the same and subject also to the conditions in this ordinance. Such sums herein subject appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise stipulated and provided by law.

Section 2: That for the said fiscal year there is hereby appropriated out of the LAKE STATION SANITARY DISTRICT FUND of said City the following:

\*\*\*\*\*

610 001 SANITARY DISTRICT

PERSONAL SERVICES

Salaries & Wages

111	Board Members	\$	10,000.00
112	Secretary	\$	650.00
113	Mayor	\$	12,750.00
114	Clerk Treasurer	\$	8,500.00
115	Admin Asst.	\$	6,000.00

\$ 37,900.00

EMPLOYEE BENEFITS

131	FICA	\$	2,200.00
132	PERF	\$	1,100.00
133	Unemployment	\$	2,200.00
135	Medi	\$	550.00
137	457 Plan	\$	1,700.00

\$ 7,750.00

TOTAL PERSONAL SERVICES

\$ 45,650.00

OTHER SERVICES & CHARGES

Professional Services

311	Legal Fees	\$	40,000.00
313	Audit Fees	\$	1,600.00
315	Consultant Fees	\$	40,000.00

\$ 81,600.00

Utility Services

352	Sewage Treatment	\$	800,000.00
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\$ 800,000.00

Other Services & Charges

391	City Services	\$	1,200,000.00
392	Misc.	\$	2,000.00
393	In Lieu of Taxes	\$	412,000.00

\$ 1,614,000.00

TOTAL OTHER SERVICES & CHARGES

\$ 2,495,600.00

CAPITAL OUTLAYS

Improvements Other Than Buildings

431	Collect. System Improvements	\$	100,000.00
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\$ 100,000.00

Machinery & Equipment

445	Machinery & Equipment	\$	40,000.00
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449	Vehicles	\$	80,000.00
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\$ 120,000.00

TOTAL CAPITAL OUTLAYS

\$ 220,000.00

TOTAL BUDGET SANITARY DISTRICT

\$ 2,761,250.00

Exhibit "3-1."

**RES 2013-**

**PASSED AND ADOPTED**, by the Lake Station Sanitary District Board of Commissioners  
of the City of Lake Station, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**BY:**

\_\_\_\_\_  
William Westmoreland, President

\_\_\_\_\_  
Michael Del Toro, Vice President

\_\_\_\_\_  
Glen Campbell, Member

**ATTEST:**

\_\_\_\_\_  
Eliza Vega, Secretary

## Sewer Discharge Meter Readings

Exhibit"6.-19."

Truck Stop Name	1/2/13 - 2/4/13	2/4/13 - 3/1/13	3/1/13 - 4/2/13	4/2/13 - 5/1/13	5/1/13 - 6/3/13	6/3/13 - 7/1/13	7/1/13 - 8/1/13	8/1/13 - 8/30/13	8/30/13 - 10/1/13	10/1/13 - 11/1/13	11/1/13 - 12/3/13	12/3/13 - 1/2/14	YEAR END TOTAL DIVIDED BY 365 DAYS to get	
													YEAR END TOTAL (MGD).	
FLYING-J	1,867,660.00	1,505,700.00	1,788,310.00	1,469,150.00	1,712,960.00	1,493,160.00	1,669,380.00	1,599,410.00	1,643,560.00	1,544,970.00	1,370,200.00	1,179,530.00	18,843,990.00	0.05
BLUE OX	544,610.00	374,937.00	645,730.00	476,749.00	528,916.00	438,036.00	493,265.00	501,679.00	506,584.00	411,584.00	460,027.00	438,536.00	5,820,653.00	0.02
T/A	600,133.00	465,651.00	561,377.00	600,025.00	651,994.00	538,362.00	575,668.00	548,529.00	571,034.00	359,753.00	357,866.00	375,402.00	6,205,794.00	0.02

Total Sum 0.08

2013 Flow Meter Reading at Crossroads	4,498,000.0	4,796,000.0	5,933,000.0	6,558,000.0	5,415,000.0	5,258,000.0	4,199,000.0	3,981,000.0	3,925,000.0	4,093,000.0	4,934,000.0	4,673,000.0	58,263,000.0	0.16
2013 Flow Meter Reading at 23rd & DeKalb	32,935,000.0	39,144,000.0	48,918,000.0	58,035,000.0	47,112,000.0	46,370,000.0	38,375,000.0	49,474,000.0	31,171,000.0	32,083,000.0	41,401,000.0	38,322,000.0	503,340,000.0	1.38
2013 Flow Meter Readings at 35th & Florida	5,689,000.0	5,689,000.0	6,744,000.0	6,970,000.0	6,174,000.0	5,626,000.0	5,313,000.0	5,173,000.0	5,466,000.0	6,110,000.0	6,638,000.0	6,738,000.0	72,330,000.0	0.20

Percentage of  
flow from New  
Chicago per  
year

Percentage  
flow from  
Industrial  
users per day

2013 New Chicago Meter Readings	2,640,000.0	2,120,000.0	2,627,000.0	2,762,000.0	2,256,000.0	1,917,000.0	1,867,000.0	1,615,000.0	1,921,000.0	1,960,000.0	2,377,000.0	2,150,000.0	26,212,000.0	0.07	1.7 4.13%	1.74 4.87%
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Flow minus New  
Chicago  
607,721,000.0

5.08%

Exhibit "20-a.-3."

PRELIMINARY DRAFT OF  
INTERMUNICIPAL AGREEMENT  
BETWEEN  
CITY OF LAKE STATION, INDIANA  
AND  
TOWN OF NEW CHICAGO, INDIANA

THIS AGREEMENT (hereinafter referred to as "Agreement") entered into this 16<sup>th</sup> day of August, 1988 by and between the CITY OF LAKE STATION, INDIANA a municipal corporation (hereinafter referred to as CITY) and the TOWN OF NEW CHICAGO, INDIANA (hereinafter referred to as TOWN)

WITNESSETH

WHEREAS a portion of the CITY does not have adequate means of disposing of its wastewater, liquid wastes and sewage

WHEREAS, the TOWN does not have adequate means of disposing of its waste water, liquid wastes and sewage

WHEREAS the CITY and TOWN will jointly enter into construction contracts to construct a gravity and interceptor sewer system

WHEREAS, the parties have agreed upon a proportionate division of the costs and expenses of said sewer project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the CITY and TOWN will cooperate and perform all necessary terms to facilitate the design, construction, implementation, operation, maintenance and replacement of said project to fulfill the intent of this agreement, subject to the following covenants and conditions:

1. Definitions.

- A. The "CITY" shall mean the City of Lake Station, Indiana.
- B. The "TOWN" shall mean the Town of New Chicago, Indiana.
- C. "Flow" shall mean the gallons of liquid effluent transmitted or received. Flow shall include domestic loadings of BOD and Suspended Solids and such other normal pollutants as may be acceptable.



*Exhibit*  
*3.*



...ochemical Oxygen Demand" (or BOD) shall mean, e. sewage effluent, polluted waters of industrial wastes shall mean the quantity of dissolved oxygen in milligrams per liter required during stabilization of the decomposable organic matter by aerobic biochemical action under standard laboratory procedures for five (5) days at 20 degrees Centigrade. The laboratory determinations shall be made in accordance with procedures set forth in "Standard Methods of the Examination of Water and Wastewater" published by the American Public Health Association.

E. "Suspended Solids" shall mean solids which either float on the surface of or are in suspension in water, sewage or other liquid and which are removable by laboratory filtration. Their concentration shall be expressed in milligrams per liter. Quantitative determinations shall be made in accordance with procedures set forth in "Standard Methods of the Examination of Water and Wastewater" published by the American Public Health Association.

F. "Transmission Facilities" shall mean any and all transmission lines, force mains and lift stations necessary for the transportation of sewage to its treatment point.

G. "Collection System" shall mean the system of local sewers necessary to accept effluent from individual residences, businesses and industries throughout the CITY and TOWN.

H. "Operation and Maintenance Costs" means the associated costs of manpower, energy, materials and chemicals and other costs necessary to transport a wastewater that will meet the effluent requirements and to keep equipment functioning at satisfactory efficiencies.

I. "Replacement" means expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the service life of the sewage system to maintain the capacity and performance, or improve the performance, for which such works were designed and constructed.

J. JSL shall mean the Gary Sanitary Distr.

2. Effective Date.

It is understood and agreed between the parties that this contract shall become effective after its execution and approval by the Common Council of the CITY and by the Town Board of the TOWN, both of Lake County, Indiana. It is also understood and agreed that this Agreement may be subject to the approval of the Indiana Department of Environmental Management, the Environmental Protection Agency, and any other regulatory agency as may be legally required. In the event any of these agencies having jurisdiction do not approve this Agreement in its entirety, this Agreement shall have no force and effect. In addition, neither party hereto shall be bound until both receive grants from the Environmental Protection Agency and the State of Indiana pursuant to Public Law 92-500.

3. Term of Agreement.

A. The TOWN shall have a right for as long as the CITY operates its portion of the gravity and interceptor sewer system referred to in this agreement, to use its facilities for the transportation and treatment of its sewage or until this Agreement is terminated as provided herein.

4. Compliance with Applicable Laws.

A. Prior to the completion of the CITY and TOWN's contemplated construction of the gravity and interceptor sewer system enumerated in this agreement, or as soon thereafter as possible, the CITY and TOWN shall adopt, maintain and enforce the following in such a manner as to at all times comply with the "Federal Water Pollution Control Act Amendment of 1972" (Public Law 92-500) particularly Title II, Section 204(b), and the Federal Regulations as contained in the Federal Register Volume 39, No. 29, dated February 11, 1974, and any further or supplementary laws and amendments thereto, in order to permit the CITY, on a continuing basis, to receive grants from the U.S

Environmental Protection Agency and the State of Indiana, which may be in the future offer grants incidental to the collection and treatment of sewage.

(1) A system of charges to assure that each recipient of waste treatment services within its jurisdiction will pay its proportionate share of the costs of operation and maintenance of the Sewage System (User Charge System).

(2) An Ordinance, if not already covered by the TOWN's and/or CITY's existing ordinances, prohibiting the discharge of any sewage or polluted water prohibited by the TOWN and/or CITY's ordinance and ensuring that new sewers and connections to the sewer system are properly designed and constructed (Sewer Use Ordinance).

B. In the construction, maintenance and operation of its sewage system, the CITY and TOWN will comply with all applicable State and Federal laws.

C. The CITY and TOWN shall enforce their User Charge and Sewer Use Ordinances beginning at the points of discharge from the TOWN into the CITY's sewerage system and downstream to the treatment plant of the Gary Sanitary District.

#### 5. Interconnection.

A. The TOWN shall construct and extend an intercepting sanitary sewer to connect to the CITY sewage works at a line located at 35th Avenue and Indiana Avenue pursuant to a map marked as Exhibit E, a copy of which is herein attached, incorporated, and made a part hereof.

B. Each of the parties hereto shall obtain all necessary easements required for their construction at their own expense.

C. The CITY and TOWN shall each own all of the parts of the gravity and interceptor sewer system which lie within their respective municipal boundaries.

#### 6. Sewage Materials Accepted.

The TOWN shall adopt a Sewer Use Ordinance and User Charge Ordinance as amended from time to time thereafter which shall



comply with the Sewer Use Ordinance of the CITY and as applicable to all users of the system and specifically all applicable Rules and Regulations of the Environmental Protection Agency and the Indiana Department of Environmental Management. The CITY shall be under no obligation whatsoever to accept any type of waste or toxic materials, which are a prohibited discharge under the rules of the U.S. Environmental Protection Agency or the Indiana Department of Environmental Management. The CITY has no obligation to accept radioactive material. It is recognized by the TOWN that any Sewer Use Ordinance of the CITY may be amended from time to time so as to change the types of waste which must be accepted by the CITY however, this shall not constitute a waiver of the TOWN's right to testify or oppose passage of said ordinances and amendments.

A. Sewage received by the CITY from the TOWN shall meet all criteria of the CITY as to acceptable materials, acceptable volume and loadings, unacceptable materials and such other criteria as may now or in the future be applied throughout the region served by the GSD in meeting requirements of Indiana and/or Federal laws.

B. In the event loadings are received by the CITY from the TOWN in levels exceeding domestic limits of 200 mg/l of BOD and 250 mg/l of Suspended Solids, the TOWN shall be subject to the same surcharges for excess pollutants as are applied to industry and other users within the region served by the GSD.

C. Upon discovery that unacceptable substances or materials as defined by the Sewer Use Ordinance of the CITY as amended from time to time, or waste or materials deemed unacceptable pursuant to rules and regulations duly promulgated by the U.S. Environmental Protection Agency or the Indiana Department of Environmental Management are being discharged by the TOWN to the CITY, the CITY shall be notified and the TOWN shall forthwith take appropriate steps to insure that such unacceptable materials

are e d from future discharges to the CITY. In event of failure of the TOWN to take such steps, then the TOWN shall be liable for any additional costs at the wastewater treatment plant in connection with such unacceptable materials, including any fines as may be levied by the State of Indiana or U.S. Environmental Protection Agency, for noncompliance with the GSD's NPDES permit. Upon discovery that any unacceptable substances or materials are being discharged as set forth above:

(1) The CITY shall immediately notify the TOWN of such unacceptable sewage or materials, including the location, time or times, the nature of such unacceptable sewage or waste, and such other information as may be available.

(2) Upon written notification and confirmation thereof in writing and the TOWN's ability to identify the user responsible for the delivery of such unacceptable wastewater, liquid wastes and sewage, the TOWN shall notify that user to immediately cease delivery of such materials and/or waste within twenty-four (24) hours.

(3) The CITY shall, in the event the TOWN is unable to identify the location, time and source of such unacceptable sewage, cooperate with the TOWN in locating such source. The TOWN will use its best efforts to correct or cut off the user delivering unacceptable wastewater, liquid wastes and sewage to the parties' sewer system.

(4) In the event that the user delivering such unacceptable sewage or materials through the CITY Interconnection Point to the CITY sewer system, cannot be ascertained after diligent inquiry by the CITY and TOWN, then the CITY and TOWN shall give notice immediately to the Indiana Department of Environmental Management and request that an emergency investigation to be instigated forthwith in regard to the matter. Said emergency investigation shall determine the



of the damage to the CITY and collection facilities resulting from the discharge of such unacceptable sewage or materials. After such emergency investigation, the Indiana Department of Environmental Management may issue an order mandating the TOWN to cease delivering such unacceptable sewage.

(5) In the event the TOWN does not comply with said order, then the CITY shall have the right to cease receiving sewage from the TOWN at the violating interconnection point, and may disconnect at the TOWN's expense, or take other appropriate action consistent with the order of the Indiana Department of Environmental Management until the cause for such action is remedied to the satisfaction of the CITY, the U.S. Environmental Protection Agency and the Indiana Department of Environmental Management. Provided, however, that the right to cease servicing the entire system of the TOWN, as in this paragraph set forth, shall be only for the delivering of unacceptable sewage or waste materials, as provided herein.

Nothing contained in this agreement shall constitute a limit or waiver of any of the CITY's legal rights or remedies to take any and all legal action against the TOWN to insure that unacceptable substances or materials do not enter or be transported through the gravity interceptor sewer system contemplated in this agreement.

#### 7. Metering and Sampling Devices.

A. The TOWN shall properly install and maintain the required metering and sampling devices for the purpose of measuring the volume of wastewater, liquid wastes and sewage delivered by the TOWN to the interconnection point for conveyance and to provide a sampling and monitoring capability. Each such device shall be subject to the inspection, testing and approval of CITY at all reasonable times during normal business hours.

Said metering points and sampling devices shall be installed in a manner and in a place acceptable to all parties. Said metering facilities shall contain the number of metering devices mutually approved by the parties, and be of a type and design as mutually approved by the engineers of both parties hereto. Such devices shall be subject to the inspection, testing and approval of each party at all times. For these purposes, and for the purposes of reading and recording data from said meters, each party shall at all times have complete and free access to said metering point and device.

B. The cost of planning, designing, building and installing any metering and sampling devices for an additional interconnection point, including acquisition of real estate, shall be borne exclusively by the TOWN. In addition, the TOWN shall assume complete responsibility, including costs, for the installation, maintenance and repair of said metering devices and will further defray any costs incurred by reason of testing of the metering devices as requests may be made by the CITY from time to time, provided such requests are reasonable as to frequency and nature of tests required.

C. All measurements, tests, and analysis of the characteristics of CITY effluent, TOWN effluent and/or any combination of the preceding shall be determined in accordance with the latest edition of "Standard Methods of the Examination of Water and Wastewater", published by the American Public Health Association.

D. Parameters to be tested at all metering and sampling points, shall include, pH, Suspended Solids, COD, BOD, phosphorus, metal ions, total nitrogen and other testing as required to satisfy Indiana Department of Environmental Management and the U.S. Environmental Protection Agency regulations. In addition the TOWN shall test at least semi-annually for "heavy metals" or other toxic substances as defined

by the Environmental Protection Agency : Indiana Department of Environmental Management, and which are required to be tested by the U.S. Environmental Protection Agency and/or Indiana Department of Environmental Management.

BOD, Carbonaceous, Suspended Solids, Phosphorus, Ammonia Nitrogen, Oil and Grease tests shall be done at least monthly, for a period of seven (7) days, with 24-hour composite samples each day, consisting of a minimum of twelve (12) aliquots composited according to flows taken at equally spaced intervals. Material samples as received from the sampling devices shall be available to both CITY and TOWN. The results of tests on samples shall be provided to the CITY and TOWN.

E. The records and reports from such measuring devices will be kept by TOWN and made available to the CITY for inspection.

F. The CITY may inspect such measuring devices at any time and in the event such a device fails and is not repaired within five (5) days by TOWN, then the CITY may repair the same and TOWN will pay the CITY all costs and expenses for said repair.

G. In the event of failure of such measuring or sampling devices, and during the period of repair, for the purposes of determining rates pursuant to this Agreement, it will be assumed that during the period of inoperation of the measuring device the flow was at the average daily volume of the preceding twelve (12) calendar months and that loadings for BOD and Suspended Solids were at the average daily weight of the preceding twelve (12) calendar months at the average daily weight of the preceding twelve (12) calendar months.

H. The effluent of the TOWN will be monitored on a regular basis. All measurements, tests, and analysis of the characteristics of the TOWN effluent shall be determined in accordance with the latest edition of "Standard Methods of the Examination of Water and Wastewater", published by the American Public Health Association, and shall be determined at the control

manhole provided. Particular analysis involved w le line whether a 24 hour composite of all outfalls or whether a grab sample or samples should be taken.

I. Samples shall be taken by the TOWN once per year or as determined or required by the Indiana Department of Environmental Management, the U.S. Environmental Protection Agency or any and all other federal, state or local statutes, rules or regulations.

J. The TOWN shall select the company to take the samples and prepare the analysis with the CITY having the right of approval. The CITY shall receive an original report from the company preparing the analysis and a portion of the samples taken for verification purposes.

K. The cost of sampling and testing will be the responsibility of the TOWN and billed directly to the TOWN by the company selected to sample and test the TOWN effluent.

L. The TOWN shall comply in every applicable regard with the appropriate sewer use codes of the CITY and the Gary Sanitary District as amended from time to time and with all applicable rules and regulations of the U.S. Environmental Protection Agency, and/or the Indiana Department of Environmental Management.

#### 8. Project Funding.

A. Local share of interceptor sewer project costs.

1. For administrative purposes, separate construction funds shall be established and maintained for the gravity sewer project and interceptor sewer project.

2. The CITY will enter into construction contracts to construct the interceptor sewer excepting for the construction described in paragraph five 5(A) herein, which shall be conducted by the TOWN.

3. For purposes of allocating local costs of the interceptor sewer, the TOWN will determine from water utility billing records the filled flow of both the TOWN and CITY customers connecting to the interceptor;

a. The total estimated flow for the interceptor as a whole.

b. The total estimated flow to be received from the TOWN.



c. The . . . l estimated flow to be received <sup>WN</sup> customers connecting to the interceptor at the east end lift station.

4. From the interceptor flow information the allocation percentages will be calculated as shown on Exhibit A, a copy of which is herein attached, incorporated and made a part hereof.

5. The percentages calculated on Exhibit A will be used to allocate local costs in the manner shown on Exhibit B, a copy of which is herein attached, incorporated and made a part hereof.

6. When the CITY conducts its biennial review of rates and charges, as required by the Indiana Department Management, an evaluation will be performed of the allocation of interceptor costs. The procedure for evaluating the allocation shall be performed as shown on Exhibit C. Any adjustment required to the capital charge for the interceptor based upon revisions in the allocation percentages shall be taken into consideration with the preparation of the next New Chicago treatment bill as part of the normal billing procedures explained under paragraph 12 "Billing of Services". Thereafter on a two year basis, the reconciliation calculation shall be repeated and adjustments made accordingly in the manner shown on Exhibit C, a copy of which is herein attached, incorporated and made a part hereof.

7. The initial capital payment due from New Chicago as calculated on Exhibit B shall be paid to Lake Station at the date Lake Station procures funding on their portion of local capital costs.

8. The TOWN's capital payment shall be deposited into the CITY's "Interceptor Construction Fund". These funds shall be invested in an interest bearing account. Upon completion of the construction project an allocation of interest income earned on these funds, shall be made for purposes of crediting the TOWN for interest earned during construction.

9. The TOWN shall have the right during construction to approve change orders charged to the interceptor project, after the 1% contingency for this project has been exceeded. The procedures for obtaining approval for change orders from the CITY shall be developed by the consulting engineer.

B. The annual capacity charge levied by Gary Sanitary District.

1. The annual capacity charge levied by Gary Sanitary District shall be shared by the CITY and the TOWN in proportion to their use thereof. Any and all volume, rates, and acceptable volume from TOWN and any surcharges to be levied against the TOWN for excess volume use shall be computed pursuant to Exhibit F, a copy of which is herein attached, incorporated and made a part hereof as follows: Said annual capacity payment shall be 11.72% of Lake Station's total capacity payment to the Gary Sanitary District. Said monthly surcharge for average daily flow in excess of two hundred thirty four thousand four hundred (234,400) gallons per day shall be three dollars (\$3.00) per one thousand (1,000) gallons.

9. Interceptor Operation, Maintenance and Replacement Costs (O, M & R).

A. The Interceptor Operation, Maintenance and Replacement Costs shall be hereafter referred to as O, M & R.

B. A & of the east end lift station shall. st. in the same proportion as determined for construction of the east end lift station pursuant to Exhibit D, a copy of which is herein attached, incorporated and made a part hereof.

C. O, M & R of the remaining portion of the interceptor shall be shared in the same proportion as determined for construction of the remaining portion of the interceptor pursuant to Exhibit D, a copy of which is herein attached, incorporated and made a part hereof.

D. Administrative and general expense of the Lake Station CITY Sewage Works shall be distributed on a pro rata basis to all other O & M costs, except the Gary Sanitary District treatment charges pursuant to Exhibit D, a copy of which is herein attached, incorporated and made a part hereof.

E. No salaries of elected officials shall be allocated to the interceptor either directly or as a part of the general administrative expense.

F. The TOWN shall have the right of approval of additional direct labor hours charged directly to the interceptor.

G. Whenever a recalculation of the allocation of project costs occurs, a similar recalculation and retroactive settlement of the O, M & R costs shall be required.

H. Replacement of lift station equipment (i.e. motors, pumps, controls, etc.) will be the responsibility of Lake Station Sewage Works. Any other repair, maintenance or replacement associated with the interceptor will be included in the operating expense of the interceptor and will be shared as are all other operating expenses of the interceptor.

#### 10. Treatment Charges.

A. The CITY will bill the TOWN for treatment at the same rate Gary Sanitary District bills the CITY plus a \$40.00 per month billing and carrying charge.

B. The TOWN shall immediately reimburse the CITY for any and all sums and penalties which become due and owing to the Gary Sanitary District for additional capacity exceeding 2,000,000 gallons per day (2MGD) capacity. The TOWN may at its option purchase capacity exceeding 2MGD directly from the Gary Sanitary District. The TOWN shall hold the CITY harmless from any and all sums and penalties which become due and owing to the Gary Sanitary District for additional capacity exceeding 2MGD.

#### 11. Septic Tank Waste.

A. The TOWN will not be allowed under any circumstances to dump the waste pumped from their septic tanks either directly into the interceptor or into any portion of the CITY or TOWN collection system.

#### 12. Billing of Services.

A. The CITY will bill the TOWN monthly for the following charges:

1. Treatment charges at the Gary Sanitary District treatment rate, plus \$40.00 per month billing and carrying charge.

2. Excessive strength waste surcharges billed at the rate established by the CITY sewage rate ordinances.

3. One-twelfth of the TOWN's portion of the current year's  
interceptor M & R costs.

4. One-twelfth of the TOWN's portion of the Gary Sewer District capacity charge. (Yet to be determined.)

5. Billing will be on a monthly basis with a penalty charged on all past due billings. The amount of the penalty and the determination of the date when billings are past due will be consistent with the CITY's Sewage Works billing practice for all other customers of the sewage works.

B. The CITY shall have the responsibility of reading the metering devices at the interceptor interconnection point and billing the TOWN appropriately. The TOWN shall have the right to verify the date billing meter reading and sampling as to the quantity and quality of wastewater.

C. The TOWN shall collect, not less than quarterly, from industrial users of its system, as such are defined by the Environmental Protection Agency, the Indiana Department of Environmental Management or any and all other applicable State or Federal entities and/or authorities on industrial cost recovery funds as may be appropriate, for and on behalf of the CITY in respect of said CITY's requirements imposed by the Environmental Protection Agency so that the CITY may, on a continuing basis, meet all of the requirements of its industrial cost recovery system imposed by the Environmental Protection Agency, the Indiana Department of Environmental Management or any and all other applicable State and Federal entities and/or authorities. All funds collected from industrial users served by the sewage system of the TOWN in respect of grants from the Environmental Protection Agency of which the CITY is grantee shall be held in trust as collected and shall be remitted to the CITY in accordance with payment provisions set forth elsewhere in this Agreement.

D. In remitting such funds to the CITY, information will be submitted by the TOWN on a quarterly basis or such other longer period as consented to by the CITY in writing, including the name of the industry, industrial flow, analysis of waste and such other information as may be necessary to meet the requirements of the Environmental Protection Agency, the Indiana Department of



Environmental Management and/or other applicable governmental agency

13. The TOWN's Sewer Use and Rate Ordinances.

A. The CITY and TOWN agree to adopt a sewer use ordinance as required by Public Law 92-500 which shall be compatible with the use ordinances adopted by the CITY and the Gary Sanitary District as required by Public Law 92-500.

B. The TOWN will enact, retain and enforce an ordinance which prohibits the introduction of surface water and ground water inflow into its sewage system and will otherwise enforce such prohibition.

C. The TOWN will adopt and enforce a user charge system acceptable with the Environmental Protection Agency and with all other state and federal regulatory agencies.

14. Rate Covenants of CITY and TOWN.

A. The CITY and TOWN shall institute, maintain, and enforce a system of user charges in accordance with the guidelines of the U.S. Environmental Protection Agency and other state and federal agencies and shall provide evidence of continuing compliance therewith to the other party and to the U.S. Environmental Protection Agency, the Indiana Department of Environmental Management and other agencies as may be required by said agency(s) regulations.

B. The TOWN shall adopt and enforce ordinances providing for rates, rules and regulations and use of the sewage system of the TOWN which are in conformity with similar requirements adopted and enforced by the CITY for the purpose of permitting CITY, on a continuing basis, to be awarded grants from the State of Indiana and from the U.S. Environmental Protection Agency and other governmental agencies which may in the future offer grants incident to the treatment and collection of sewage.

15. Industrial Cost Recovery System.

A. The TOWN, if requested in writing by the CITY, shall institute, maintain and enforce an industrial cost recovery system for industrial users as required under the rules and



regulations of the Department of Environmental Management, or any other applicable governmental agencies.

16. Remedies in the Event of Default.

A. In the event that either party herein shall default hereunder and said default is not cured within thirty (30) days of written notice of same, or, in the event said default is not of a type that can be cured within thirty (30) days, if either party is not proceeding with due diligence to cure said default within thirty (30) days written notice of same, or if either party shall fail to make any payment due herein within thirty (30) days after said payment is due either party (no notice being necessary in the event of nonpayment), then either party may apply to any court for the appointment of a receiver to administer all of the defaulting party's sewage works and collection system in the place and stead of the defaulting party and to charge and collect rates. Said collections are to be paid out as follows:

First, to payment of any delinquent sewage charges of the defaulting party;

Second, to payment of expenses of operation, maintenance, and repair of the defaulting party's system.

Third, to payment of any revenue bond obligations of either party.

17. Professional Fees.

A. Any recoveries by one party hereto against the other shall include but not be limited to engineer's fees, accountants' fees, court costs, attorneys' fees, and arbitrators' fees.

18. Resolution of Disagreements.

A. The parties recognize that this Agreement puts into operation a user charge system and pollutant volume and loading restrictions, the application and results of which can be determined only by experience. The parties hereby agree that if either party believes the effect of this Agreement in any way is inequitable or unfair to its citizens, such party may by thirty

(30) days written notice, request re-negotiation of any part of this Agreement. If the other party shall in good faith participate in such negotiations.

B. If such parties are unable to solve their differences by negotiations, each party shall within thirty (30) days after said negotiations fail, name an independent engineer, accountant, or other person not connected with either party, who has knowledge in the disputed areas. The two named arbitrators shall name a third person to serve and the three arbitrators shall determine the unresolved issues between the parties. The judgment or findings of a majority of the arbitrators shall be binding upon the parties and a final determination of all unresolved issues.

All arbitration awards, determinations, professional fees and related costs shall be paid by the party against whom the decision or determination has been rendered by said panel of arbitrators.

C. During this period of negotiation and/or arbitration, the TOWN shall continue to meet its financial obligations to the CITY in accordance with the provisions of this Agreement. If any change orders which have yet to be issued or approved by the Indiana Department of Environmental Management and/or the U.S. Environmental Protection Agency, Indiana Department of Health and/or any other governmental entity with jurisdiction of matters contained in this agreement are written or issued on this or future projects related to this Agreement the following procedure is to be utilized for determining whether or not the TOWN shall participate in the local share of items:

(1) In the event a change order is required for the CITY to be grant eligible by any and all applicable State and Federal entities and/or authorities, the TOWN shall participate in the local share of such change order.

(2) In the event of a determination by a court of competent jurisdiction (whether Federal or State) of the appropriateness and reasonableness of additional charges incurred by the CITY and disputed by the TOWN, the TOWN shall participate in the local share of such court ordered sums.

(3) In the event of a proposed settlement of a disputed amount between the CITY and its various contractors, the TOWN shall elect to participate in the local share of such settlement or in the alternative may elect to be responsible for the litigation of such disputed amount. In the event such dispute ultimately results in a cost or charge, whether by court order or otherwise, in excess of the proposed settlement the TOWN shall be responsible for its prorata share of the local costs of the initial settlement offer plus all of the excess award over and above the settlement offer. In the event such dispute ultimately results in a cost or charge, whether by court order or otherwise, less than the proposed settlement, the TOWN shall be responsible for its prorata share of the local costs of said sum and in addition thereto shall receive as a credit against future billings the difference between the original settlement offer and the lesser charge awarded. It is understood between the CITY and TOWN that each party may retain counsel to participate in any litigated disputes for the purpose of protecting their respective interests herein.

(4) In the event any change order is determined to be non-eligible by any and all applicable State or Federal entities and/or authorities, the TOWN shall have thirty (30) days from receipt of notice, from the CITY of such determination to elect to participate in the local share (as amended) of such change order. In the event the TOWN elects not to participate in the local share of such change order and in the event the CITY wishes to pursue the matter, each party shall within thirty (30) days after said denial to participate, name an independent engineer, accountant, or other person not connected with either party, who has knowledge in the disputed areas. The two named arbitrators shall name a third person to serve and the three arbitrators shall determine, within thirty (30) days whether or not the disputed change order is reasonable and necessary and within the scope of the project. The judgment or findings of a

the arbitrators shall be binding upon the parties and a final determination of all unresolved issues.

19. Litigation.

A. The TOWN agrees and undertakes to hold harmless and indemnify the CITY from any liability damages losses, expenses or costs and from any action, negligence, or failure to act on the part of the TOWN in operation of its sewage system.

B. The CITY agrees and undertakes to hold harmless and indemnify the TOWN from any liability damages losses, expenses or costs and from any, negligence, or failure to act on the part of the CITY in operation of its sewage system.

20. Operations.

A. Both parties shall at all times use reasonable and diligent care to keep their sewer systems and treatment facilities in good operating condition.

B. All parts of the sewage works and all records and accounts relating to the matters covered by this Agreement and the applicable sewer ordinances shall be made available for inspection by either party at any reasonable time.

C. Both parties shall cooperate with each other in the enforcement of their sewer related ordinances.

D. Neither party shall be liable to the other for damages in case of an operational or system failure not proximately caused by its negligence or which is caused by an event beyond its control.

E. In order that continuing cost data may be available as to the annual operation expenses of the interceptor systems, lift stations, sampling and metering devices, transmission facilities, collections systems, etc., each party shall maintain such records as may be necessary to accurately reflect the functional costs of the system. Such functional costs categories shall include, but not be limited to the following:

- (1) Transmission costs including the costs of operating and maintaining specific lift stations and major transmission lines and mains.
- (2) Costs of maintaining a collection system throughout the CITY or TOWN.



(3) Costs of accounting and billing customer within the CITY or TOWN.

(4) Costs of industrial surveillance within the CITY or TOWN.

(5) General administrative costs of the system.

(6) Costs of capital equipment.

(7) Annual replacement cost by transmission (lift stations and interceptor sewers) and local and lateral sewers.

F. Records shall be maintained disclosing the gross volume of flow and loadings reaching the wastewater treatment plant, and interconnection point, together with such other flow factors as in-flow and infiltration amounts (in-flow and infiltration amounts may be assumed) received within the CITY or TOWN volume of use of specific lift stations by the CITY versus volume used by the TOWN and such other data as may be necessary to determine the fair share of costs payable by the CITY or TOWN. The CITY shall have the right to request, on an annual basis, the calibration of the volumetric metering equipment of the TOWN and the right to be present during such calibration and shall be provided with a copy of any reports issued to the TOWN regarding such calibration.

G. The CITY and TOWN shall have the right, through designated representatives, at any reasonable time, to review the other parties' records for the purpose of determining compliance with this Agreement and to obtain such information as may be pertinent thereto.

H. Pursuant to the User Regulations of the CITY and TOWN, both CITY and TOWN shall develop a Biennial Revue Report. The CITY shall provide the TOWN with the Biennial Revue Report of the CITY and the TOWN shall provide the CITY with the Biennial Revue Report of the TOWN pursuant to the Rate ordinances adopted by the CITY and TOWN.

21. Compliance with Rules, Regulations, Standards, and Laws.

A. The parts of this Agreement shall comply with all local State and Federal regulations, standards and laws regarding the collection and treatment of sewage and the operation of their respective systems. In the event studies and/or rehabilitations

are necessary or required as a condition of the CITY receiving a sewer permit, the TOWN shall fully cooperate with the CITY to satisfy such requirements.

22. Annual Meeting.

A. There shall be an annual meeting of the Board of Works of the CITY, together with the Town Board of the TOWN for the purpose of reviewing matters of interest to all parties and to promote better understanding and a harmonious relationship between the communities in regard to the mutual problems associated with the collection, transmission and disposition of sanitary wastes. Discussions at such meetings shall include plans of the CITY and TOWN as to additional facilities and the financing thereof, requirements of State and Federal agencies and other subject matters to assist in the abatement of pollution in the area. The first meeting shall be at the Chambers of the Common Council of the CITY. All future meetings shall alternate between designated offices of the two parties. The annual meetings shall be held during December of each year. It is also contemplated that a review of annual charges for purposes of establishing the rate for the following year shall be discussed.

23. Notices.

A. Any notices required or desired to be given under this Agreement may be served personally or by mail. Any notice given by mail shall be deemed to have been served upon certified mailing. At the date of execution of this Agreement, the CITY's address is 3705 Fairview Ave. Lake Station, Indiana 46405, Attention of the Mayor, the TOWN's official address is 122 Huber Blvd. Hobart, IN 46342 Attention of the Town Board.

24. Benefits.

A. All of the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of this Agreement.

25. Changes in Regulatory Authority.

A. Reference has been made throughout this Agreement to the Indiana State Board of Health, the Indiana Department of Environmental Management, the U.S. Environmental Protection Agency, and to other regulatory agencies, either by name or

description. It is understood, by and between the parties, that any submittal to any regulatory agency shall apply not only to each regulatory agency as presently exists but also to any other agency which may assume the functions of such agency in the future or invoke jurisdiction over any matters pertaining to this Agreement.

26. Complete Agreement.

A. The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous Agreements and/or Contracts.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have executed this instrument as of the day and year first above written.

Carl H. Miller  
CARL MILLER

Albert Kinsey  
ALBERT KINSEY

Russell Flanigan  
RUSSELL FLANIGAN

CITY OF LAKE STATION BOARD OF  
PUBLIC WORKS AND SAFETY

ATTEST:

Richard L. Williams  
CLERK-TREASURER

Charles A. Agnew  
CHARLES A. AGNEW

Albert J. Palmowski  
ALBERT J. PALMOWSKI

Cassandra Hoobyar  
CASSANDRA HOOPYAR

Charles Addison  
CHARLES ADDISON

Ernest McKinney  
ERNEST MCKINNEY

BOARD OF TRUSTEES  
TOWN OF NEW CHICAGO, INDIANA

ATTEST:

Julia A. Warwick  
CLERK-TREASURER, DEPUTY

COPY

## MEMORANDUM OF AGREEMENTS

The City of Lake Station, Indiana ("City"), the Lake Station Sanitary District ("District") and the Town of New Chicago, Indiana ("Town") hereby stipulate, agree and confirm that they have resolved their differences and entered into the following intermunicipal agreements:

1. The City, District and Town have entered into a Reciprocal Agreement regarding requests for water shut-offs to be undertaken when either municipality has requested such action by the other because of unpaid sewer service fees owed by customers. A true and correct copy of this Agreement is attached hereto as Exhibit "A".
2. City, District and Town have also entered into an Agreement establishing procedures and conditions under which either municipality may repair its waterlines that may exist in the other municipality's corporate boundaries. A true and correct copy of this Agreement is attached hereto as Exhibit "B".
3. The City and Town have further entered into an agreement whereby the Town agrees to pay to the City for 2005 through 2009 the sum of \$14,759.97 for the cost of maintenance and operation of the interceptor sewer, which sum should have been previously billed by the City to the Town pursuant to Section 9 of the Intermunicipal Agreement dated August 16, 1988. It is agreed that payment by Town of this sum within thirty (30) days of this Memorandum of Agreements shall constitute full and complete payment of all sums due for O.M. and R costs of the interceptor through December 31, 2009. The amount of this payment shall be reduced by the credit that the Town has pursuant to paragraph 4 below.
4. On January 13, 2010, the Town enacted an amendment to Ordinance 2002-08 which raised the annual fire hydrant service charge imposed upon the City and others from \$250



per hydrant a year to \$300 per hydrant per year. In 2010, the City protested and only paid the prior \$250 amount per hydrant. As a further agreement between the City and the Town, the City hereby agrees to pay the \$50 increase retroactive for the year 2010, which increases total the sum of \$4,150.00 through June 30, 2011. The City further agrees to pay fire hydrant service charges for the years 2011 and thereafter to the Town at the rate of \$300 per hydrant per year, until such time as the Town may, by ordinance, modify or increase the sum charged the City and other business users. The Town bills the fire hydrant charges quarterly and the next billing will be in September, 2011. The sums due from the City to the Town under this paragraph 4 shall be applied to and reduce the sums owed by the Town for O.M. & R charges for the interceptor sewer referenced in paragraph 3 above.

5. The City, District and Town each agree to work together in good faith to implement these Agreements and to resolve any future disputes that may arise with respect to them.

6. This Memorandum of Agreements shall become effective only after the City, District and the Town have each approved this Memorandum of Agreements and the Agreements attached as Exhibit "A" and "B" hereto.

"City"

City of Lake Station  
By Its Board of Works

DATE: 08-16-11

Mayor Keith Soderquist  
Mayor Keith Soderquist, President

Roger Sostek  
Roger Sostek, Member

Michael Soto  
Michael Soto, Member

ATTEST:

Brenda Samuels  
Brenda Samuels, Clerk-Treasurer

"District"

Board of Commissioners  
Lake Station Sanitary District

By Bill Westmoreland  
Bill Westmoreland, President

Attest: Eliza Vega  
Eliza Vega, Secretary to Board

James B. Meyer  
James B. Meyer, Attorney for City and District

"Town"

Town of New Chicago  
By Its Town Council

DATE: 8-10-11

Laurie A. Robbins  
, Council President

ATTEST:

Shirley H. Reno  
, Clerk-Treasurer

Robert F. Peters  
Robert F. Peters, Attorney For Town  
Water Department



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Henriott Group, Inc. Renaissance Place 250 Main Street, Suite 650 Lafayette IN 47901		<b>CONTACT NAME:</b> Custom Acct Rep <b>PHONE (A/C, No, Ext):</b> (765) 429-5000 <b>FAX (A/C, No):</b> (765) 423-2599 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> 00008149	
<b>INSURED</b> City of Lake Station 3705 Fairview Avenue Lake Station IN 46405		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> OneBeacon America Ins Co <b>INSURER B:</b> Accident Fund General Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20621 12304	

## COVERAGES

CERTIFICATE NUMBER: 2011-12

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL. INSUR	INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			7910001490002	5/1/2011	5/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			7910001490002	5/1/2011	5/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 10,000 Uninsured motorist combined \$ 1,000,000
A	<b>UMBRELLA LIAB:</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB:</b> <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>DEDUCTIBLE</b> <input checked="" type="checkbox"/> RETENTION \$ 0			7910001490002	5/1/2011	5/1/2012	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV6075247	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> WC STATUS: <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

Town of New Chicago  
122 Huber Blvd.  
Hobart, IN 46342

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

Dianna Hitzs/0030

*Dianna Hitzs*

ACORD 25 (2009/09)  
INS025 (2009/09)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/7/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown Insurance Group 9105-A Indianapolis Blvd Suite 300 Highland IN 46322		<b>CONTACT NAME:</b> Karen Meyer <b>PHONE:</b> (219) 972-6060 <b>FAX:</b> (219) 972-6055 <b>E-MAIL:</b> kmeyer@browninsgrp.com <b>PRODUCER:</b> 00002447	
<b>INSURED</b> New Chicago, Town of 122 W Huber Blvd Hobart IN 46342		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Argonaut Insurance Company <b>INSURER B:</b> Indiana Public Employers' Plan <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES		CERTIFICATE NUMBER: 2011-2012		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INER LTR	TYPE OF INSURANCE	ADD. COVERAGE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	X	FE 4624997 00	05/17/2011	05/17/2012
				<b>LIMITS</b>	
				EACH OCCURRENCE	\$ 1,000,000
				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
				MED EXP (Any one person)	\$
				PERSONAL & ADV INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 1,000,000
				PRODUCTS - COMPROP AGG	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		FE 4624997 00	05/17/2011	05/17/2012
				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE \$ RETENTION \$		FE 4624997 00	05/17/2011	05/17/2012
				EACH OCCURRENCE	\$ 1,000,000
				AGGREGATE	\$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in IN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC111-2IN2395	04/07/2011	04/07/2012
				<input checked="" type="checkbox"/> WC STATUS/ LIMITS	OTH-ER
				E.L. EACH ACCIDENT	\$ 1,000,000
				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Law Enforcement Liab. & Public Officials Liab.		FE 4624997 00	05/17/2011	05/17/2012
				Annual Aggregate	1,000,000
				Each Wrongful Act	1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) City of Lake Station is additional insured to general liability for claims related to work performed by the Town of New Chicago on its waterlines located in Lake Station.					

<b>CERTIFICATE HOLDER</b> (219) 963-9275  Lake Station, City of 3701 Fairview Ave Lake Station, IN 46405	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Karen Meyer
---	---

ACORD 25 (2009/09)  
INS025 (2009/09)

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**RECIPROCAL AGREEMENT FOR WATER SHUT-OFF SERVICES BETWEEN  
LAKE STATION SANITARY DISTRICT AND TOWN OF NEW CHICAGO**

WHEREAS, the Lake Station Sanitary District (District) provides sewer services and water services to residents and businesses within the City of Lake Station (City) and adjacent areas including the Town of New Chicago (Town); and

WHEREAS, the Town Water Department provides water service to residents and businesses within the City; and

WHEREAS, some of the customers fail to pay their sewer bills when due; and

WHEREAS, Indiana Code Section (IC) 36-9-25-11.5 allows the discontinuance of water service to delinquent sewer customers as a means of encouraging payment of delinquent bills to the District and/or the Town; and

WHEREAS, the City/District contends that IC 36-9-15-11.5(c) requires a water utility to discontinue water service to those delinquent customers for whom either party gives written notice to the other to discontinue water service; and

WHEREAS, IC 36-9-25-11.5(e) provides that the utility receiving such request ("Receiver") would not incur any liability for discontinuing water service at the request of the other utility whose customer is delinquent in paying sewer bills ("Requester") except to the extent of the Receivers own negligence or improper conduct; and

WHEREAS, IC 36-9-25-11.5(f) provides that if the Receiver fails to honor the request of the Requestor to discontinue water service to a customer, the Receiver is liable to the Requestor for any sewer user fees incurred by that Requestor's customer thirty (30) days after the Receiver receives notice from the Requestor to discontinue the customers water service that are not collected from the Requestor's customer; and

WHEREAS, the Receiver does not agree that it is bound by the foregoing statutes but nevertheless is willing to enter this Agreement to avoid any further dispute;

NOW, THEREFORE, the Requestor and Receiver agree as follows:

1. Based upon a written schedule and protocol agreed to by both parties, the Requestor (either the District or the Town) will periodically give the other written notice of the identification, including name and address, of Requestor's customers to whom the Receiver provides water service for whom the Requestor wants the Receiver to discontinue water service because of their customers' failure to pay their sewer bills.
2. Requestor is responsible for providing any required notice to any customer and, if different from customer, property owner before requesting Receiver to perform a

shut-off. By asking the Receiver to perform a water shut-off, the Requestor is representing that it has properly completed any and all necessary procedures, including giving notice, as the law may from time to time require.

3. For any water customer for whom the Receiver has discontinued water service at the request of Requestor, the Receiver will not recommence providing water service to that address until it has been advised in writing by the Requestor that the Requestor's bill has been paid, unless a court orders otherwise.
4. The Receiver will do water shut-offs requested by the Requestor only during the third week of each month, weather permitting. In order to have the Receiver shut off the water service in the month requested, the Requestor must provide written notice to the Receiver of the customer and address of each shut-off request not later than the 12<sup>th</sup> day of the month. Requests received by the Receiver after the 12<sup>th</sup> day of the month may not be honored until the following month. Further, before any customer's water service is shut off by the Receiver, the Requestor must physically deliver to the Receiver an appropriate hang tag and/or postcard that can be left at the premises informing the customer that their water has been shut off, the amount that is due and owing before it will be turned back on, and whom to contact at the Requestor in order to arrange for payment or to obtain relevant information. Also, during the first ninety (90) day period, the City and/or District shall designate one of its employees to accompany the Town and assist it in water shut-offs requested by the City/District due to the large backlog of shut-off requests and due to customer resistance to the new enforcement action for unpaid sewage bills.
5. For and in consideration of the Receiver providing the shut-off and turn-on services at the Requestor's request, the Requestor shall pay a fee of \$55.00, which includes both shutting off and subsequently turning on water service one time for each customer. The price shall be subject to further negotiation after a period of one (1) year if the Receiver believes an increase is needed based upon their actual experience of honoring the Requestor's shut-off requests. The Receiver will send a single bill after the shut-offs for each month have been completed, giving the customer name and address for each shut-off and showing the total amount that is due and owing. The Requestor shall pay the Receiver in full the amount of the appropriate invoice by the 29<sup>th</sup> day of the month following its receipt of the Receiver's invoice, provided that Receiver has submitted its bill to Requestor by the 29<sup>th</sup> day of the month in which shut-offs were performed any bill not timely paid by Requestor shall incur a late penalty of ten percent (10%) of the invoice not timely paid. The obligation of the Requestor to pay the Receiver in full shall be completely independent of whether the Requestor receives payment from its customer. The Receiver will honor the Requestor's written request to turn on the water for a Receiver customer unless the Receiver has justification to continue to have the water turned off because the customer is delinquent in its payments to the Receiver. In such a case, the Requestor shall still be liable for the full \$55.00



fee. The Receiver will make a good faith effort to turn on the water service within a 48 hour period after being requested to do so by the Requestor except that Saturdays and Sundays, or legal holidays, shall not be computed in calculating the 48 hour period. If the Requestor requests a water shut-off and the request is not withdrawn by the Requestor prior to the time that a representative of the Receiver arrives at the delinquent customer's address for purposes of the shut-off, the Requestor shall be liable for the \$55.00 turn-off fee even though the customer may have paid all sums due the Requestor if the Requestor has failed to previously provide a written notice to the Receiver withdrawing their shut-off request.

6. The Requestor shall indemnify and hold Receiver harmless from and against any damage, loss, claim, expense, attorney fees, or liability arising out of the implementation of this Agreement except to the extent of the Receiver's own negligence or improper conduct contributed to that damage, loss, claim, expense, or liability. The Receiver will indemnify and hold the Requestor harmless from and against any damage, loss, claim, expense, or liability arising out of the implementation of this Agreement for which the Receiver's negligence or improper conduct is the sole cause.
7. The City/District's representative who will be responsible for supervising the implementation of this Agreement will be Michael Del Toro and the Town's representative will be Alicia Barber. These representatives shall provide each other with their regular and emergency contact information. If either party changes their designated representative, they shall promptly notify the other party of the replacement and their emergency contact information.
8. Upon agreeing to a schedule and protocol for implementing the provisions of this Agreement, the parties shall both sign a written version of same and that schedule and protocol will be followed by the parties unless a change thereto is agreed to by both parties in writing.
9. Part of the protocol shall be that both parties will notify each other by FAX upon receiving written notice of a bankruptcy filing by any customer for whom the Requestor has requested a shut-off. No further action toward shut-off shall be taken by Receiver upon its receipt of a written bankruptcy notice from a customer of the Requestor or any other source.
10. This Agreement comprises the complete agreement of the parties and it is neither the intent of the parties nor shall this Agreement be construed to create any right or interest in any third party, including, but not limited to, any customer of either or both parties. Both parties release and agree to forego any claims they may have against the other related to any liability for prior water shut-off requests.

11. The parties will make all good faith efforts to resolve any disagreement arising between them concerning the interpretation, implementation, or requirements of this Agreement. The Requestor's Board President and the Receiver's Council President will meet to discuss and negotiate any issue that is not resolved by the parties' respective representatives identified above and any terms they agree to in writing shall be final and binding on the parties.
12. This Agreement may only be amended by the written agreement of both parties.
13. This Agreement shall be effective upon its execution and the execution of Memorandum of Agreement by the parties and shall continue in effect unless terminated by either party upon a sixty (60) day prior written notice. In the event that Requestor does not timely make required payments to the Receiver, Receiver shall be entitled to terminate this Agreement for cause upon a ten (10) day prior written notice.

"City"

City of Lake Station  
By Its Board of Works  
DATE: 08-16-11

Mayor Keith Soderquist  
Mayor Keith Soderquist, President

Roger Sostek  
Roger Sostek, Member

Michael Soto  
Michael Soto, Member

ATTEST:

Brenda Samuels  
Brenda Samuels, Clerk-Treasurer

"District"

Lake Station Sanitary District

By Bill Westmoreland  
Bill Westmoreland, President

Attest: Eliza Vega  
Eliza Vega, Secretary to Board

"Town"

Town of New Chicago  
By Its Town Council  
DATE: 8-10-11

Laurie A. Robbins  
, Council President

ATTEST:

Heru H. Reno  
, Clerk-Treasurer

Robert F. Peters  
Robert F. Peters, Attorney For Town Water  
Department

James B. Meyer  
James B. Meyer, Attorney for City and District





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Henriott Group, Inc.  
Renaissance Place  
250 Main Street, Suite 650  
Lafayette IN 47901

CONTACT NAME: Custom Acct Rep

PHONE (A/C No. Ext): (765) 429-5000

FAX (A/C No.): (765) 423-2599

E-MAIL

ADDRESS:

PRODUCER CUSTOMER ID #: 00008149

INSURED  
City of Lake Station  
3705 Fairview Avenue

Lake Station IN 46405

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A OneBeacon America Ins Co 20621

INSURER B Accident Fund General Ins Co 12304

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER-2011-12

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		7910001490002	5/1/2011	5/1/2012	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ Excluded
A	AUTOMOBILE LIABILITY					PERSONAL & ADV INJURY \$ 1,000,000
			7910001490002	5/1/2011	5/1/2012	GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	UMBRELLA LIAB					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			7910001490002	5/1/2011	5/1/2012	BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	EXCESS LIAB					Medical payments \$ 10,000
			7910001490002	5/1/2011	5/1/2012	Uninsured motorist combined \$ 1,000,000
						EACH OCCURRENCE \$ 5,000,000
						AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					\$
			NCV6075247	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IN)					E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

Town of New Chicago  
122 Huber Blvd.  
Hobart, IN 46342

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dianna Bitze/U030

ACORD 25 (2009/09)  
INS025 (2009/09)

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**NEW CHICAGO BILLING**

Gary Sanitary District Monthly Charges - 12,270.29 %

Total Monthly Flow - 53.347 =

Divide charges by flow for total - 1354.72

Last meter reading - 185757 -

Current meter reading - 188070 =

Subtract two readings for total - 2313

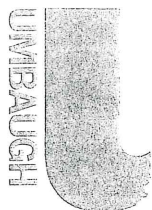
1354.72 X 2313 =

Multiply first total by second total - 3,133.47

**Add \$40.00 billing & carrying charge**

**TOTAL DUE - 3173.47**

20-h.



It's all about experience.

H. J. Umbaugh & Associates  
Certified Public Accountants, LLP  
925 Dora Lane  
Suite 1  
P.O. Box 697  
Plymouth, IN 46563-0697  
Phone: 574-935-5178  
Fax: 574-935-5928  
www.umbaugh.com

May 21, 2012

Honorable Keith Soderquist  
Mayor, City of Lake Station  
3705 Fairview Avenue  
Lake Station, Indiana 46405-2371

RE: Lake Station (Indiana) Sanitary District – Analysis of Interceptor Costs due from  
New Chicago (Revised)

Dear Mayor Soderquist:

Enclosed you will find a revised report we prepared that calculates the amount of interceptor costs that New Chicago owes Lake Station for the years 2009 through 2011. The revisions from the May 3, 2012 report are showing interceptor costs due net of the 2009 New Chicago payment received and eliminating interest due (revisions per Attorney Meyer). This calculation is a continuation of those provided to the City at the end of 2010 for years 2005 through 2009. The calculation of the amount due is consistent with the concept of "proportionality" that was applied to Lake Station in the lawsuit with Gary Sanitary District (GSD).

New Chicago's proportionate share of Lake Station's operational cost of the Lake Station interceptor sewer is calculated on page 5. This calculation was made for the three-year period from 2009 through 2011. New Chicago's proportionate share of interceptor operation expense for this period is \$8,194.14. Net of the 2009 payment the amount due is \$5,079.64.

We hope this information is helpful to you. If you require further explanation or additional assistance in this matter, please do not hesitate to contact me.

Very truly yours,

UMBAUGH

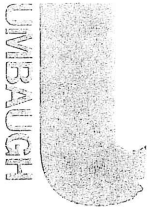
John D. Julien

JDJ/EJW/jf

Enclosure: Report Dated May 21, 2012

cc: Mr. James B. Meyer, Meyer & Wyatt, P.C.





It's all about experience.

H. J. Umbaugh & Associates  
Certified Public Accountants, LLP  
925 Dora Lane  
Suite 1  
P.O. Box 697  
Plymouth, IN 46563-0697  
Phone: 574-935-5178  
Fax: 574-935-5928  
www.umbaugh.com

May 21, 2012

Mayor Keith Soderquist  
City of Lake Station  
1969 Central Avenue  
Lake Station, IN 46405

Re: Lake Station (Indiana) Sanitary District – Outstanding Payments due from New Chicago

Dear Mayor:

The attached schedules (listed below) present unaudited and limited information for the purpose of discussion and consideration in the analysis of the outstanding payments due from New Chicago by the appropriate officers, officials and advisors of the City. The use of these schedules should be restricted to this purpose, for internal use only, as the information is subject to future revision and final report.

Page

- |   |   |
|---|---|
| 2 | Estimated Annual Budget of Operation and Maintenance Expense Allocated to Function – 2009 |
| 3 | Estimated Annual Budget of Operation and Maintenance Expense Allocated to Function – 2010 |
| 4 | Estimated Annual Budget of Operation and Maintenance Expense Allocated to Function – 2011 |
| 5 | Schedule of Interceptor Costs Allocated to New Chicago Flow                               |

We would appreciate your questions or comments on this information and would provide additional information upon request.

Very truly yours,

UMBAUGH

John D. Julien

A large, stylized handwritten signature in black ink, which appears to be "John D. Julien", written over the printed name.



LAKE STATION (INDIANA) MUNICIPAL SEWAGE WORKS

**ESTIMATED ANNUAL BUDGET OF OPERATION AND MAINTENANCE**  
**EXPENSE ALLOCATED TO FUNCTION - 2009**  
**(PER LAKE STATION RECORDS)**

	Total	Flow and Treatment	Interceptor	Collection System	Billing	Administrative and General
Operating Disbursements:						
Treatment costs	\$650,527	\$650,527	\$ -	\$ -	\$ -	\$ -
Operating labor and office salaries	252,149	69,963	8,870	88,063	57,147	28,106
Benefits, FICA, Medicare, insurance	110,086	13,429	1,008	11,336	10,001	74,312
Fuel or power purchased	91,418	84,371	7,047	-	-	-
Repairs	109,839	32,230	6,446	71,163	-	-
Materials and supplies	24,864	11,261	1,232	12,371	-	-
Office supplies	14,820	-	-	-	4,355	10,465
Auto expenses	2,998	832	105	1,047	679	335
Other	159,174	44,165	5,599	55,592	36,075	17,743
Subtotal	1,415,875	906,778	30,307	239,572	108,257	130,961
Replacement cost	89,758	77,795	11,963	-	-	-
Administrative and general (1)	-	92,420	3,089	24,418	11,034	(130,961)
Total operating disbursements	<u>\$1,505,633</u>	<u>\$1,076,993</u>	<u>\$45,359</u>	<u>\$263,990</u>	<u>\$119,291</u>	<u>\$ -</u>

(1) Allocated pro rata based on allocation of all other operating disbursements to flow and treatment, interceptor, collection system, and billing.

Note: The total operating disbursements are per the records of the Lake Station Clerk-Treasurer. Unless otherwise noted, operating disbursements are allocated based on 1990 operating disbursement allocations.

(Subject to the attached letter dated May 21, 2012)  
(Preliminary - Subject to Change)  
(Internal Use Only)

LAKE STATION (INDIANA) MUNICIPAL SEWAGE WORKS

**ESTIMATED ANNUAL BUDGET OF OPERATION AND MAINTENANCE**  
**EXPENSE ALLOCATED TO FUNCTION - 2010**  
**(PER LAKE STATION RECORDS)**

	Total	Flow and Treatment	Interceptor	Collection System	Billing	Administrative and General
Operating Disbursements:						
Treatment costs	\$656,545	\$656,545	\$ -	\$ -	\$ -	\$ -
Operating labor and office salaries	263,411	73,088	9,266	91,996	59,700	29,361
Benefits, FICA, Medicare, insurance	121,919	14,872	1,116	12,555	11,076	82,300
Fuel or power purchased	117,028	108,006	9,022	-	-	-
Repairs	109,850	32,233	6,447	71,170	-	-
Materials and supplies	33,924	15,365	1,681	16,878	-	-
Office supplies	14,424	-	-	-	4,239	10,185
Auto expenses	3,000	832	106	1,048	680	334
Other	130,593	36,235	4,594	45,610	29,598	14,556
Subtotal	1,450,694	937,176	32,232	239,257	105,293	136,736
Replacement cost	68,902	59,719	9,183	-	-	-
Administrative and general (1)	-	97,527	3,354	24,898	10,957	(136,736)
Total operating disbursements	<u>\$1,519,596</u>	<u>\$1,094,422</u>	<u>\$44,769</u>	<u>\$264,155</u>	<u>\$116,250</u>	<u>\$ -</u>

(1) Allocated pro rata based on allocation of all other operating disbursements to flow and treatment, interceptor, collection system, and billing.

Note: The total operating disbursements are per the records of the Lake Station Clerk-Treasurer. Unless otherwise noted, operating disbursements are allocated based on 1990 operating disbursement allocations.

(Subject to the attached letter dated May 21, 2012)  
(Preliminary - Subject to Change)  
(Internal Use Only)

LAKE STATION (INDIANA) MUNICIPAL SEWAGE WORKS

**ESTIMATED ANNUAL BUDGET OF OPERATION AND MAINTENANCE**  
**EXPENSE ALLOCATED TO FUNCTION - 2011**  
**(PER LAKE STATION RECORDS)**

	Total	Flow and Treatment	Interceptor	Collection System	Billing	Administrative and General
Operating Disbursements:						
Treatment costs	\$716,772	\$716,772	\$ -	\$ -	\$ -	\$ -
Operating labor and office salaries	303,800	84,295	10,687	106,102	68,854	33,862
Benefits, FICA, Medicare, insurance	161,398	19,688	1,478	16,620	14,662	108,950
Fuel or power purchased	186,071	171,727	14,344	-	-	-
Repairs	89,542	26,274	5,255	58,013	-	-
Materials and supplies	24,463	11,080	1,212	12,171	-	-
Office supplies	15,369	-	-	-	4,516	10,853
Auto expenses	1,622	450	57	566	368	181
Other	122,863	34,090	4,322	42,910	27,846	13,695
Subtotal	1,621,900	1,064,376	37,355	236,382	116,246	167,541
Replacement cost	33,453	28,994	4,459	-	-	-
Administrative and general (1)	-	122,616	4,303	27,231	13,391	(167,541)
Total operating disbursements	<u>\$1,655,353</u>	<u>\$1,215,986</u>	<u>\$46,117</u>	<u>\$263,613</u>	<u>\$129,637</u>	<u>\$ -</u>

(1) Allocated pro rata based on allocation of all other operating disbursements to flow and treatment, interceptor, collection system, and billing.

Note: The total operating disbursements are per the records of the Lake Station Clerk-Treasurer. Unless otherwise noted, operating disbursements are allocated based on 1990 operating disbursement allocations.

(Subject to the attached letter dated May 21, 2012)  
(Preliminary - Subject to Change)  
(Internal Use Only)

# LAKE STATION (INDIANA) MUNICIPAL SEWAGE WORKS

## SCHEDULE OF INTERCEPTOR COSTS ALLOCATED TO NEW CHICAGO FLOW

Year	Interceptor Costs (1)	Annual Lake Station Flow (In 1,000 Gallons)	Composite Rate Per Thousand Gallons	Times:	
				New Chicago Flow (In 1,000 Gallons)	New Chicago Interceptor Costs
2009	\$45,359	644,642 (2)	\$ 0.0704	44,240 (2)	\$3,114.50
2010	44,769	577,760 (3)	0.0775	36,622 (5)	2,838.21
2011	46,117	788,083 (4)	0.0585	38,315 (5)	2,241.43
	<u>\$136,245</u>	<u>2,010,485</u>		<u>119,177</u>	<u>8,194.14</u>

Net of 2009 payment received (per attorney Meyer) (3,114.50)

Balance due from New Chicago \$5,079.64

- (1) Per pages 2-4.  
 (2) Per Umbaugh report dated December 27, 2010.  
 (3) Per Cender & Company LLC Draft "Report on Recalculation of Contract Users' 2010 Rates Based on Actual Expenses" dated May 13, 2011.  
 (4) Per calendar year 2011 Gary Sanitary District Bills obtained from the City.  
 (5) Per Lake Station "Water/Sewer Consumption 2009-2011" as provided by the City.

(Subject to the attached letter dated May 21, 2012)  
 (Preliminary - Subject to Change)  
 (Internal Use Only)



**Response to Wet Weather/Sanitary Sewer System Information Request from EPA February 14th 2014.**

**Category: Sanitary Sewer Overflows**

**EXHIBIT "27"**

<b>Date and Time of SSO Began</b>	<b>Date and Time of SSO Stopped</b>	<b>Location of SSO utilizing Street address or Manhole ID's as indicated in the map system</b>	<b>Estimated Volume of the SSO</b>	<b>Cause of SSO</b>	<b>How it was determined the SSO occurred</b>
1/28/2009 7:43AM	Unknown	MH-SS-D4-003	100 GPH	Bypass pump not keeping up with inflow	Notification from Someone
1/29/2009 5:00AM	1/29/09 5:30AM	MH-SS-D4-003	100 GPH	Bypass pump not keeping up with inflow	Notification from Someone
2/7/2009 12:35PM	2/7/09 4:50PM	MH-SS-D4-003	4 GPM	Bypass pump not keeping up with inflow	Superintendent Noticed
2/8/09 11:00AM	2/8/09 12:15PM	Montgomery Lift Station Wet Well	4GPM	Blown Electric fuse at station	Not sure
2/8/2009 2:50PM	2/8/09 3:35PM	MH-SS-D4-003	2 GPM	Mechanical Joint on Bypass pump	Mechanic Noticed
2/11/09 5:00PM	2/11/09 11:00PM	MH-SS-D4-013	4GPM	Rain, 23rd & DeKalb station not keeping up	Not Sure
2/12/09 4:40PM	2/12/09 5:40PM	Montgomery Lift Station Wet Well	5GPM	Blown Electric fuse at station	Not sure
2/28/09 12:00PM	2/28/09 12:07PM	Montgomery Lift Station Wet Well	5GPM	Floats Tangled up in wet well, fixed Problem	Sewer Tech Found
3/12/09 8:30AM	3/13/09 10:30AM	MH-SS-D4-013	2GPM	Rain I&I	Sewer Tech Found
3/19/09 8:30AM	3/19/2009 8:40AM	Montgomery Lift Station Wet Well	3GPM	Floats Tangled up in wet well, fixed Problem	Not sure
4/6/09 No Time Recorded	4/7/09 No time Recorded	MH-SS-D4-013	2GPM	Rain but no amount listed.	Not sure
10/19/09 8:00AM	10/19/09 2PM	22nd Ave & Park Street, MH-SS-G4-066	5GPM	Manhole G4-066 Collapsed.	Resident called in
10/28/09 11:30AM	10/28/09 12:00PM	MH-SS-F5-068	75 Gallons Total	Power failure, When power was restored pumps put out to much for receiving gravity line	Sewer Tech Found
10/30/2009 9:48AM	10/30/09 10:12AM	MH-SS-D4-013	3500GPM	Rain Event Severe Infiltration	Sewer Tech Found
10/30/09 3:05PM	10/31/09 3:30AM	MH-SS-D4-013	341,750 Gallons Total	Rain Event Severe Infiltration	Sewer Tech Found
10/30/2009 1:30PM	10/30/2009 3:05PM	MH-SS-F5-068	2850 Gallons Total	(Infiltration upstream)Pump Station overpowering 8" Gravity Line (Montgomery L/S)	Sewer Tech Found

**Response to Wet Weather/Sanitary Sewer System Information Request from EPA February 14th 2014.**  
**Category: Sanitary Sewer Overflows**  
**EXHIBIT "27"**

12/5/09 10:00AM	12/5/09 10:45AM	Manhole on Riverside Drive MH-SS-F6-031	150 Gallons Total	Root Ball in Main Line	Resident called in
1/29/2010 8:30AM	1/29/2010 9:10AM	35th & Allen Lift Station Wet well	1000 Gallons Total	Both thermo over loads for the motors were tripped	Sewer Tech Found
4/7/10 8:00PM	4/8/2010 12:30AM	MH-SS-D4-013	27,000 Gallons Total		Sewer Tech Found
5/13/10 3:50AM	5/13/2010 4:05AM	Viking Village Lift Station Wet Well	4,500 Gallons Total	Rain Event Severe Infiltration, Pump one had a bad seal and failed to run.	Sewer Tech Found
5/13/10 3:40AM	5/13/10 1:15PM	MH-SS-D4-013	107,125 Gallons Total	Rain Event Severe Infiltration	Sewer Tech Found
6/23/10 7:35PM	6/23/10 7:50PM	Viking Village Lift Station Wet Well	750 Gallons Total	Rain Event Severe Infiltration	Sewer Tech Found
6/23/10 7:46PM	6/24/10 5:20AM	MH-SS-D4-013	92,550 Gallons Total	Rain Event Severe Infiltration	Sewer Tech Found
6/26/10 11:40PM	6/27/10 12:50AM	MH-SS-D4-013	126,000 Gallons Total	High Flows, Float operation had pumps locked out from running at down stream Station. Inserted jumper to operate pumps.	Called out from Alarm syatem
6/27/10 12:25PM	6/27/10 5:50PM	MH-SS-D4-013	58,500 Gallons Total	Rain Event Severe Infiltration	Sewer Tech Found
1/20/11 12:30PM	1/20/11 3:30PM	MH-SS-D5-016	3000 Gallons Total	Blockage in down stream line. (Rag Buildup)	Resident called in
6/8/11 11:45AM	6/8/11 12:15PM	MH-SS-C6-005	500-1000 Gallons	Gease in Line, Jetted it out.	Resident called in
5/5/11 4:00PM	5/5/11 5:15PM	MH-SS-F6-033	5 Gallons Total	Root Blockage in line.	Resident called in
5/26/11 6:10AM	5/27/11 2:05AM	MH-SS-D4-013	113,500 Gallons Total	Rain Event Severe Infiltration	Sewer Tech Found
7/1/11 2:00PM	7/2/11 9:30AM	MH-SS-D4-013	166,500 Gallons Total	Rain Event Severe Infiltration	Sewer Tech Found
7/1/11 2:00PM	7/2/11 2:30AM	MH-SS-H4-073	3,030 Gallons Total	Rain Event Severe Infiltration	Sewer Tech Found
7/1/2011 10:30AM	7/1/11 1:00PM	MH-SS-I4-061	7,500 Gallons Total	Rain Event Severe Infiltration	Sewer Tech Found

**Response to Wet Weather/Sanitary Sewer System Information Request from EPA February 14th 2014.**

**Category: Sanitary Sewer Overflows**

**EXHIBIT "27"**

7/1/11 2:00PM	7/1/11 3:00AM	MH-SS-G4-065	6,600 Gallons Total	Rain Event Severe Infiltration	Sewer Tech Found
2/23/12 7:40PM	2/23/12 8:45PM	Viking Village Lift Station Wet Well	13,000 Gallons Total	Rain Event, Found broken line at MH-SS-F7-005	Alarm System Called in.
6/21/12 2:00PM	6/22/12 9:30AM	Texas St lift station Wet Well	58,500 Gallons Total	Start Capicitors bad on Adaphase Causing Pumps not to run.	Sewer Tech Found
7/18/12 11:05PM	7/19/12 1:30AM	Viking Village Lift Station Wet Well	7,250 Gallons Total	Storm had taken out Power line to station	Alarm System Called in.
7/20/2012 Unknown time	7/12/12 9:40AM	35th & Allen Lift Station Wet well	500 Gallons Total	Both thermo over loads for the motors were tripped	Sewer Tech Found
10/12/12 3:00PM	10/12/12 3:20PM	Intersection of 29th & New Jersey, out of pavement.	200 Gallons Total	Root buildup in line causing blockage.	Resident called in
10/25/12 Unknown time	10/25/12 11:20AM	MH-SS-C6-061	100 Gallons Total	Gease in Line, Jetted it out.	Resident called in
4/16/2013 11:50PM	4/17/13 1:00PM	MH-SS-D4-013	106,500 Gallons Total	Rain Event Severe Infiltration	Sewer Tech Found
4/18/13 11:50PM	4/19/13 1:20AM	Viking Village Lift Station Wet Well	13,500 Gallons Total	Rain Event, storm water system plugged up causing storm water to enter Sanitary system	Alarm System Called in.
6/28/13 10:50AM	6/28/13 12:50PM	MH-SS-D4-013	900 Gallons Total	Rain Event, pump stations over charged.	Sewer Tech Found
10/29/13 8:30AM	11/18/13 4:00AM	Forcemain at 15th and ElKhart.	1,000,000 Gallons Total	Forcemain Ruptured, Diked area so as to limit area of SSO.	GSD Found
2/1/14 9:00AM	2/3/14 5:15PM	Forcemain at 18th & Union Ruptured	1,017,000 Gallons Total	Forcemain Ruptured, Diked area so as to limit area of SSO and pumped back to Wet Well.	Sewer Tech Found
2/14/14 12:00PM	2/19/14 1:30PM	Forcemain at 18th & Union Ruptured	10GPM	Forcemain was leaking at 45deg joint, Pumped all leakage back to wet well.	Sewer Tech Found

Response to Wet Weather/Sanitary Sewer System Information Request from EPA February 14th 2014.  
Category: Sanitary Sewer Overflows  
EXHIBIT "27"

a

Depth of Precipitation in tenths of inch	Peak WWTP Flow	Disposition of the SSO	Actions taken to Mitigate the SSO	Was the SSO Reported to the State Agency	How soon after the SSO was discovered was it reported to State Agency (Date/Time)	Where any samples collected and analyzed	Person Reporting the SSO	Debris Buildup.
Not Recorded		Empty Lot	Increased Pump Speed.	Yes	1/28/09 No Time recorded	No	Ruben Mendez	
Not Recorded		Empty Lot	Increased Pump Speed.	Yes	1/28/09 No Time recorded	No	Ruben Mendez	
Not Recorded		Empty Lot	Increased Pump Speed.	Yes	2/7/09 No time recorded	No	Ruben Mendez	
Not Recorded		Empty Lot	Replaced Fuses	Yes	2/8/09 11:05AM	No	Ruben Mendez	
Not Recorded		Empty Lot	None reported	Yes	2/8/2009 3:00PM	No	Ruben Mendez	
2 plus inches		Ditch Line along Expressway	Controlled upstream lift stations output	Yes	2/11/09 7PM	No	Ruben Mendez	
Not Recorded		Deep River	Replaced Fuses	Yes	2/12/09 5:50PM	No	Ruben Mendez	
Not Recorded		Deep River	Untangled Floats and pumps turned on.	Yes	2/28/09 12:41PM	No	Ruben Mendez	X
Not Recorded		Ditch Line along Expressway	Unknown	Yes	3/13/09 10:30AM	No	Ruben Mendez	
Not Recorded		Deep River	Untangled Floats and pumps turned on.	Yes	3/19/09 12:00PM	No	Ruben Mendez	X
Not Recorded		Ditch Line along Expressway	Spread lime on effected area	Yes	4/6/09 2:50PM	No	Ruben Mendez	
	0	Ditch Line running east to Park Ave	Repaired Manhole, Called out Tierra Environmental to clean Ditch.	Yes	10/19/09 2:30PM	No	Ruben Mendez	
	0	asphalt/Gravel area.	Sucked up spill with vactor truck	Yes	10/28/09 1:00PM	No	Ruben Mendez	
1.5 Inches		Ditch Line along Expressway	Slowed upstream Pump Station Down, Applied Lime	Yes	10/30/09 Unknown Time	No	Dwayne Polarek	
3.0 Inches		Ditch Line along Expressway	Operated upstream station without causing home backups. Applied Lime.	Yes	10/30/09 3:15PM	No	Dwayne Polarek	
1.5 Inches		Storm Drain at bottom of hill.	Adjusted the Output of the pumps with the use of the VFD	Yes	10/30/09 2:15PM	No	Dwayne Polarek	



Response to Wet Weather/Sanitary Sewer System Information Request from EPA February 14th 2014.

Category: Sanitary Sewer Overflows

EXHIBIT "27"

0	Down Riverside drive	Cut Roots out of line and Sucked up Spill, Washed down Street and Sucked up.	Yes	12/5/09 1:20PM	No	Dwayne Polarek	
0	Sandy dune area leading to Deep River	Sucked up spill with vactor truck, Dug up contaminated area and disposed of in dumpster. Applied Lime	Yes	1/30/10 10:15AM	No	Dwayne Polarek	
1-7/10 inches	Ditch Line along Expressway	Cleaned up debris and applied Lime to area.	Yes	4/7/10 8:30PM	No	Dwayne Polarek	
1.5 Inches	Deep River	Changed Seal on Pump, Looked for I&I	Yes	5/13/10 4:30AM	No	Dwayne Polarek	
1.5 Inches	Ditch Line along Expressway	Operated upstream station without causing home backups. Applied Lime.	Yes	5/13/10 4:30AM	No	Dwayne Polarek	
2-4/10 Inches	Deep River	Both pumps were pumping full capacity, looked for infiltration and cleaned off storm drains to relieve storm water from area.	Yes	6/23/10 8:20PM	No	Dwayne Polarek	
2-4/10 Inches	Ditch Line along Expressway	Operated upstream station without causing home backups. Applied Lime.	Yes	6/23/10 8:20PM	No	Dwayne Polarek	
1.0 Inches	Ditch Line along Expressway	Cleaned up debris and applied Lime to area.	Yes	6/26/10 11:50PM	No	Dwayne Polarek	X
1.0 Inches	Ditch Line along Expressway	Operated upstream station without causing home backups. Applied Lime.	Yes	6/27/10 12:30PM	No	Dwayne Polarek	
0	Alleyway	Sucked up liquid and debris applied lime to area	Yes	1/20/11 4:25PM	No	Dwayne Polarek	
0	Grass area across street	Sucked up spill and applied Lime	Yes	6/8/11 12:00PM	No	Cleet Hopkins	
0	Yard	Cleaned area with vacuum	Yes	5/5/11 5:30PM	No	Dwayne Polarek	
3-1/10 Inches	Ditch Line along Expressway	Operated upstream station without causing home backups. Applied Lime.	Yes	5/5/11 5:30PM	No	Dwayne Polarek	
5-1/10 Inches	Ditch Line along Expressway	Operated upstream station without causing home backups. Applied Lime.	Yes	7/1/11 2:00PM	No	Dwayne Polarek	
5-1/10 Inches	Deep River	System was over charged, Ran all pumps at 100%	Yes	7/1/11 2:30PM	No	Dwayne Polarek	
5-1/10 Inches	Swamp to the east of manhole.	System was over charged, Ran all pumps at 100%	Yes	7/1/11 1:30PM	No	Dwayne Polarek	

Response to Wet Weather/Sanitary Sewer System Information Request from EPA February 14th 2014.

Category: Sanitary Sewer Overflows

EXHIBIT "27"

5-1/10 Inches	Storm Drain at Central and Pike Street	System was over charged, Ran all pumps at 100%	Yes	7/1/11 2:00PM	No	Dwayne Polarek
2/10 Rain + Snow melt	Deep River	Both pumps were running but wet well had gotten filled with Mud from broken line.	Yes	2/23/12 8:15PM	No	Dwayne Polarek
0	Swamp to the North of station	Replaced Capicitors, Had a remote system installed.	Yes	6/22/12 10:40AM	No	Dwayne Polarek
2/10 Inch	Deep River	Rented Generator	Yes	7/19/12 12:15AM	No	Dwayne Polarek
0	Sandy dune area leading to Deep River	Had remote alarm system fixed, the company had to install a different antenna. Cleaned up area and applied lime.	Yes	7/20/12 10:00AM	No	Dwayne Polarek
0	Ground	Root Cut line and video taped, sucked up liquid.	Yes	10/12/12 4:20PM	No	Dwayne Polarek
0	Ground	Jetted Grease buildup out of line, sucked up liquid, applied lime to area	Yes	10/25/12 11:50AM	No	Dwayne Polarek
0	Ditch Line along Expressway	System was over charged, Ran all pumps at 100%	Yes	4/16/13 1:15AM	No	Dwayne Polarek
3.0 Inches	Deep River	Bypass pump storm water around sanitary system.	Yes	4/18/13 1:15AM	No	Dwayne Polarek
2.5 Inches	Ditch Line along Expressway	System was over charged, Ran all pumps at 100%. Cleaned up area and applied lime.	Yes	6/28/13 11:30AM	No	Dwayne Polarek
0	Swamp/Marsh area along 15th Ave.	Ran an above ground pipe (bypass)to contain flow.	Yes	10/29/13 10:00AM	No	Dwayne Polarek
0	Area will need cleaned up and lime applied, the snow in this area is 3ft deep and not accessible.	Repaired Line on 2/3/14,	Yes	2/1/14 1:00PM	No	Dwayne Polarek
0	Cleaned up area of break in line.	Repaired line on 2/19/14	Yes	2/14/14 1:30PM	No	Dwayne Polarek

Response to Wet Weather/Sanitary Sewer System Information Request from EPA February 14th 2014.  
Category: Sanitary Sewer Overflows  
EXHIBIT "27"

Cause of SSO.									
<i>b</i>	<i>c</i>	<i>d</i>	<i>e</i>	<i>F</i>	<i>g</i>	<i>h</i>	<i>i</i>	<i>j</i>	<i>k</i>
Collapsed Pipe	Root Intrusion	Capacity Limitations	Excessive I/I	Fats,oil,and grease	Vadalism	Power Interruption or lack of backup power.	Mechanical or Electronic failure	Pump Failure/ Lack of Backup pumps	Other, Explain
								X	
								X	
								X	
							X		
							X		
			X						
							X		
			X						
			X						
X									
						X			
			X						
			X						
			X						

**Response to Wet Weather/Sanitary Sewer System Information Request from EPA February 14th 2014.**

**Category: Sanitary Sewer Overflows**

**EXHIBIT "27"**

A 10x10 grid with 'X' marks at the following intersections (row, column):

Row	Column
1	2
2	8
3	4
4	8
5	4
6	4
7	4
8	4
9	2
9	6
10	2
10	4
10	4
10	4



**Response to Wet Weather/Sanitary Sewer System Information Request from EPA February 14th 2014.**

**Category: Sanitary Sewer Overflows**

**EXHIBIT "27"**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12

A

B

J

J

C

D

Date	Location	Problem In Residence Line	Problem In City Line	If on the Cities side what was the cause	Weather conditions during backup
2009					
9/9/2009	██████████	X		In home owners Lateral	Not Documented
9/10/2009	██████████	X		In home owners Lateral	Not Documented
9/11/2009	██████████████	X		In home owners Lateral	Not Documented
9/21/2009	██████████		X	Roots in 8 Inch main	Not Documented
9/22/2009	██████████	X		In home owners Lateral	Not Documented
9/28/2009	██████████	X		In home owners Lateral	Not Documented
9/28/2009	██████████	X		In home owners Lateral	Not Documented
10/7/2009	██████████	X		In home owners Lateral	Not Documented
10/29/2009	██████████	X		In home owners Lateral	Not Documented
11/10/2009	██████████	X		In home owners Lateral	Not Documented
11/19/2009	██████████			Not listed as to weather backup was City's or not.	Not Documented
11/30/2009	██████████		X	Line full of grit	Not Documented
12/11/2009	██████████	X		In home owners Lateral	Not Documented
12/14/2009	██████████	X		In home owners Lateral	Not Documented
12/14/2009	██████████	X		In home owners Lateral	Not Documented
12/15/2009	██████████	X		In home owners Lateral	Not Documented
12/17/2009	██████████	X		In home owners Lateral	Not Documented
12/17/2009	██████████	X		In home owners Lateral	Not Documented
12/23/2009	██████████	X		In home owners Lateral	Not Documented
20/30/09	██████████████	X		In home owners Lateral	Not Documented
12/30/2009	██████████	X		In home owners Lateral	Not Documented
12/30/2009	██████████		X	In home owners Lateral	Not Documented

2010				
1/2/2010	██████████	X	In home owners Lateral	Not Documented
1/4/2010	████████		X Grease Blockage 30ft west of MH-SS-H4-091 down alley.	Not Documented
1/5/2010	██████████████	X	In home owners Lateral	Not Documented
1/7/2010	████████	X	In home owners Lateral	Not Documented
1/11/2010	██████████	X	In home owners Lateral	Not Documented
1/11/2010	██████████	X	In home owners Lateral	Not Documented
1/12/2010	████████	X	In home owners Lateral	Not Documented
1/12/2010	██████████	X	In home owners Lateral	Not Documented
1/26/2010	████████	X	In home owners Lateral	Not Documented
1/30/2010	████████	X	In home owners Lateral	Not Documented
1/31/2010	████████	X	In home owners Lateral	Not Documented
2/10/2010	████████		X Root 25ft South of MH-SS-H4-097	Not Documented
2/16/2010	████████	X	In home owners Lateral	Not Documented
3/2/2010	████████	X	In home owners Lateral	Not Documented
3/8/2010	████████	X	In home owners Lateral	Not Documented
3/11/2010	██████████	X	In home owners Lateral	Not Documented
3/12/2010	██████████	X	In home owners Lateral	Not Documented
3/24/2010	████████	X	In home owners Lateral	Not Documented
3/24/2010	████████	X	In home owners Lateral	Not Documented
3/29/2010	████████	X	Sewer Gas Smell, Jetted line.	Not Documented
4/3/2010	██████████	X	In home owners Lateral	Not Documented
4/5/2010	██████████	X	On Septic, Not connected to City.	Not Documented
4/7/2010	██████████	X	No Blockages, Ran Camera to Tap	Not Documented
4/12/2010	████████	X	In home owners Lateral	Not Documented
4/12/2010	██████████	X	In home owners Lateral	Not Documented
4/13/2010	████████	X	In home owners Lateral	Not Documented
4/16/2010	██████████		X City line backed up.	Not Documented
4/18/2010	████████		X City line backed up.	Not Documented
4/18/2010	████████		X City line backed up.	Not Documented

5/8/2010	██████████		X	City line backed up.	Not Documented
5/13/2010	██████████		X	City Line Backup up.	Not Documented
5/14/2010	██████████	X		In home owners Lateral	Not Documented
5/28/2010	██████████	X		In home owners Lateral	Not Documented
6/7/2010	██████████	X		In home owners Lateral	Not Documented
6/8/2010	██████████	X		In home owners Lateral	Not Documented
6/11/2010	██████████	X		Line was jetted and video taped a week before call	Not Documented
6/14/2010	██████████	X		No Blockages, Ran Camera to Tap	Not Documented
6/16/2010	██████████	X		N/A	Not Documented
7/8/2010	██████████	X		In home owners Lateral	Not Documented
7/15/2010	██████████	X		In home owners Lateral	Not Documented
7/26/2010	██████████	X		In home owners Lateral	Not Documented
8/6/2010	██████████		X	Sewer back up	Not Documented
8/13/2010	██████████	X		In home owners Lateral	Not Documented
8/13/2010	██████████		X	Toilet backing up	Not Documented
8/18/2010	██████████	X		In home owners Lateral	Not Documented
8/23/2010	██████████	X		In home owners Lateral	Not Documented
9/7/2010	██████████	X		In home owners Lateral	Not Documented
9/10/2010	██████████	X		In home owners Lateral	Not Documented
10/13/2010	██████████		X	Sewer Backup	Not Documented
10/18/2010	██████████		X	Back up in drain	Not Documented
10/18/2010	██████████	X		In home owners Lateral	Not Documented
10/20/2010	██████████	X		In home owners Lateral	Not Documented



11/25/2010	████████	X		In home owners Lateral	Not Documented
11/30/2010	████████	X		In home owners Lateral	Not Documented
12/2/2010	████████	X		In home owners Lateral	Not Documented
12/6/2010	████████	X		In home owners Lateral	Not Documented
12/7/2010	████████		X	Sewer backup	Not Documented
12/11/2010	████████		X	Sewer backup	Not Documented
12/14/2010	████████		X	Sewer backup	Not Documented
12/15/2010	████████	X		In home owners Lateral	Not Documented
12/19/2010	████████		X	Sewer backup	Not Documented
12/21/2010	████████	X		In home owners Lateral	Not Documented
12/27/2010	████████		X	Sewer was close to backing up in basement	Not Documented
12/27/2010	████████	X		In home owners Lateral	Not Documented

## 2011

1/3/2011	████████	X		In home owners Lateral	Not Documented
1/5/2011	████████		X	Sewer back up	Not Documented
1/6/2011`	████████		X	Roots in Pipe	Not Documented
1/7/2011	████████		X	Sewer back up	Not Documented
1/30/2011	████████		X	Sewer back up	Not Documented
1/31/2011	████████	X		In home owners Lateral	Not Documented
2/1/2011	████████		X	Sewer backup	

2/1/2011	██████████	X		In home owners Lateral	Not Documented
2/4/2011	██████████	X		In home owners Lateral	Not Documented
2/22/2011	████████████████	X		In home owners Lateral	Not Documented
2/22/2011	██████████	X		In home owners Lateral	Not Documented
2/22/2011	██████████	X		In home owners Lateral	Not Documented
2/24/2011	██████████	X		In home owners Lateral	Not Documented
2/24/2011	██████████	X		In home owners Lateral	Not Documented
3/2/2011	██████████	X		In home owners Lateral	Not Documented
3/7/2011	██████████	X		In home owners Lateral	Not Documented
3/10/2011	██████████	X		In home owners Lateral	Not Documented
4/8/2011	██████████		X	Sewer back up	Not Documented
4/11/2011	██████████	X		In home owners Lateral	Not Documented
4/11/2011	██████████		X	Sewer back up	Not Documented
4/27/2011	██████████	X		In home owners Lateral	Not Documented
4/28/2011	██████████	X		In home owners Lateral	Not Documented
4/28/2011	██████████	X		In home owners Lateral	Not Documented
5/14/2011	██████████	X		In home owners Lateral	Not Documented
5/16/2011	██████████		X	Sewer back up	Not Documented
5/17/2011	██████████	X		In home owners Lateral	Not Documented
5/26/2011	██████████		X	Drains not going down	Not Documented
6/3/2011	██████████	X		In home owners Lateral	Not Documented

6/6/2011	██████████	X		In home owners Lateral	Not Documented
9/9/2011	██████████	X		In home owners Lateral	Not Documented
9/19/2011	██████████	X		In home owners Lateral	Not Documented
9/30/2011	██████████		X	Sewer back up	Not Documented
10/17/2011	██████████	X		In home owners Lateral	Not Documented
10/20/2011	██████████	X		In home owners Lateral	Not Documented
10/21/2011	██████████		X	Sewer back up	Not Documented
11/12/2011	██████████	X		In home owners Lateral	Not Documented
12/4/2011	██████████		X	Sewer Backup	Not Documented

## 2012

1/15/2012	██████████	X		In home owners Lateral	Not Documented
1/31/2012	██████████	X		In home owners Lateral	Not Documented
2/28/2012	██████████	X		In home owners Lateral	Not Documented
4/7/2012	██████████	X		In home owners Lateral	Not Documented
4/21/2012	██████████		X	Basement Backup	Not Documented
4/22/2012	██████████		X	Basement Backup	Not Documented
4/24/2012	██████████	X		In home owners Lateral	Not Documented
6/12/2012	██████████		X	Sewer back up	Not Documented
7/24/2012	██████████		X	Sewer backup	Not Documented
8/11/2012	██████████.	X		In home owners Lateral	Not Documented
9/12/2012	██████████		X	Sewer Backup	Not Documented

10/7/2012	██████████	X		In home owners Lateral	Not Documented
12/23/2012	██████		X	Basement Backup	Not Documented
12/24/2012	██████	X		In home owners Lateral	Not Documented

### 2013

1/11/2013	██████████.		X	Sewer Backup	Not Documented
1/12/2013	██████████		X	Sewer back up	Not Documented
3/14/2013	██████████		X	Sewer back up	Not Documented
3/21/2013	██████████	X		In home Owners Lateral	Not Documented
4/12/2013	██████████		X	While jetting, sewage was backed up in her bathroom.	Not Documented
4/21/2013	██████████	X		In home Owners Lateral	Not Documented
6/23/2013	██████	X		In home Owners Lateral	Not Documented
7/1/2013	██████████		X	Sewer back up	Not Documented
7/3/2013	██████████	X		In home Owners Lateral	Not Documented
8/2/2013	██████████		X	Sewer back up	Not Documented
9/10/2013	██████████	X		In home Owners Lateral	Not Documented
10/26/2013	██████████		X	Sewer back up	Not Documented
11/6/2013	██████████	X		In home Owners Lateral	Not Documented
11/29/2013	██████████	X		In home Owners Lateral	Not Documented
12/20/2013	██████████		X	Sewer In Basement	Not Documented
12/29/20113	██████████	X		In home Owners Lateral	Not Documented

### 2014



2/5/2014	██████████		X	Sewer back up	Not Documented
2/16/2014	██████████	X		In home owners Lateral	Not Documented
2/16/2014	██████████	X		In home owners Lateral	Not Documented

E	F	K	H	G	I
Methods used to remove the backup water from the residence property. (San-Drain) (Storm - Drain) Vacuumed up and hauled away. Called in outside cleaning company.	Actions taken to mitigate the backup. (jetted Line)(Root Cut) (Vacuumed up)(Camera Line)	Was a Damage Claim Filed	Was IDEM Notified		
N/A	N/A	No	No		
N/A	N/A	No	No		
N/A	N/A	No	No		
N/A	Root cut line 150 ft From MH-H4-002 to MH-H4-029		No		
N/A	N/A	No	No		
N/A	N/A	No	No		
N/A	N/A	No	No		
N/A	N/A	No	No		
N/A	N/A	No	No		
N/A	N/A	No	No		
N/A	N/A	No	No		
None documented	Jetted Grit out of line				
N/A	N/A	No	No		
N/A	N/A	No	No		
N/A	N/A	No	No		
N/A	N/A	No	No		
N/A	N/A	No	No		
N/A	N/A	No	No		
Root Cut Line	N/A		No		

N/A	Jetted line found no blockage, Resident still Backed up	
Sanitary Drain in Basement	Jetted Grease out of line and talked with Grocery Store owner, small grease trap under sink noted.	
N/A	None	
N/A	None	
N/A	None	
N/A	None	
N/A	Jetted line found no blockage, Resident still Backed up	
N/A	Jetted line found no blockage, Resident still Backed up	
N/A	Jetted line found no blockage, Resident still Backed up	
N/A	Jetted line found no blockage, Resident still Backed up	
N/A	Lateral Comes into manhole, level in manhole down.	
Sanitary Drain in Basement	Root Cut Line	
N/A	None	
N/A	None	
N/A	None	
N/A	Lateral Comes into manhole, level in manhole down.	
N/A	None	
	Jetted line small blockage of roots found but problem still exist in residents line.	
N/A	None	
N/A	Jetted Line	No
N/A	None	
N/A	None	
N/A	None	
N/A	None	
N/A	Lateral Comes into manhole, level in manhole down.	
	Customer still having problems, City sewer is open and flowing.	
N/A	Jetted Line found it to be blocked with grease, jetted grease out of sewer.	
None documented	Jetted Line found a buildup of Rags in line.	
None documented	Jetted Line found a buildup of Rags in line.	
None documented		

No Sewer overflow in House	Root Cut Line and found root at 250ft.		
None documented	Lift Station Backed up. Reset Overloads.		
	None, Line was cleaned and telivised a couple month back,		
N/A	Resident has roots in his line.		
N/A	None		
N/A	None		
N/A	None		
N/A	None		
N/A	Dug up sewer tap, removed roots		
N/A	N/A	No	No
N/A	Line was jetted and found no blockages		
N/A	Jetted line and found no blockages		
	Check both upstream and downstream manhole. Found no		
N/A	problem		
N/A	Jetted line and found blockage at about 120 ft.		
	Upstream and downstream manholes were checked and was		
N/A	determined that problem isnt ours		
N/A	Cleaned out manhole and shot line		
	Checked Bailey lift station and pulled both pumps but the		
N/A	problem wasn't ours		
	Checked out our line and determined that the problem		
N/A	wasn't ours		
N/A	Checked our line. Problem wasn't ours		
	Checked out our line and determined that the problem		
N/A	wasn't ours		
Went down sanitary drain in			
Basement, called out Serv-pro to			
clean up.	Lots of roots found in line, cut them out with cutter.		Yes
	Found roots in our line so the line was root cut a jetted.		
N/A	Blockage was at 275 ft.		
	Service comes in directly into manhole which had no back up.		
N/A	Line was cleaned anyway.		
N/A	Line was jetted and found no blockages		

N/A	Checked out both upstream and downstream manholes and no problem was found
N/A	Ran camera to residents tap and found that they had a root problem
N/A	Camera indicatesw customers tap is in good shape however clay pipe is in bad shape leading to house
N/A	Checked out both upstream and downstream manholes and no problem was found
N/A	Line was shot and found out that there was a small blockage at about 200 ft.
N/A	Root cut line and found roots at 76 ft.
N/A	Root cut and video tapped line. Found source of roots at 200 ft.
N/A	Checked upstream and downstream manholes and determined that problem wasn't ours
N/A	Line was jetted and root cut
N/A	Checked upstream and downstream manholes and determined that problem wasn't ours
N/A	Jetted line to clear blockage
N/A	Checked Bailey lift station and pulled both pumps but the problem wasn't ours
<hr/>	
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours
N/A	Jetted and video tapped line and found a root wall at 235 ft.
N/A	Then root cut.
N/A	Jetted and root cut line and found blockage at about 100 ft.
N/A	later video taped
N/A	Jetted line approx. 526 ft
N/A	Jetted line 245 ft. found blockage at 68 ft.
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours

Yes



N/A	Jetted line approx. 406 ft.
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours
N/A	Root cut line and found no blocks
N/A	Jetted line and found no blockages
N/A	Jetted line and found no blockages
N/A	Line was video taped and found blockage in residents tap
N/A	Problem was in residents line but the line was cleaned anyway
N/A	Video taped line and found that the residents line was packed with roots. The tap was later replaced due to a protruding tap in our main
N/A	Line was jetted anyway
N/A	Line was video taped and found blockage in residents tap. Line was also protruding in main. The line was later replaced.
N/A	Jetted line
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours
N/A	Jetted line approx. 300 ft.
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours
N/A	Jetted line and found blockage at about 66 ft.
N/A	Video taped line and found out that the residents line is full of grease
N/A	Debris was built inside manhole so it was cleaned out.
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours

N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours	
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours	
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours	
N/A	Line was Jetted and cleared	
N/A	Line was video taped and found no problems	
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours	
N/A	Line was root cut and jetted	
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours	
N/A	Found line Blocked with Pop bottle.	Yes

N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours	
N/A	Choked lift station to make sure it was running correctly and checked our mains. Problem was not on city side.	
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours	
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours	
Went back down drain	Root blockage, Treated line with Dukes root killer 4/2013	Yes
Went back down drain	Root Blockage at 54ft from MH-C6-008.	Yes
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours	
N/A	Jetted and vactored out line	
Went back down drain	Jetted line found roots at 210 feet	Yes
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours	
Went back down drain	Pumping station forcemain Valve vibrated shut, Chained open	Yes

N/A	Checked our line. Problem wasn't ours. Line was then root cut and videoed on 10/10/2012	
Went back down drain	Found Grease blockage at 93ft from MH-D5-024	Yes
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours	
<hr/>		
Sewer went back down drain.	Large Amount of grease in Line coming from this resident.	Yes
N/A	Jetted line 550 ft. There was a blockage at 394 ft.	Yes
Sewer went back down drain.	Line was dug up and repaired, Metz Sewer	Yes
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours	
N/A	Nothing	
N/A	Line was previously root cut and videoed. Problem isnt in our line.	
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours	
Sewer went back down drain.	Found rag and grit buildup in line, Possibly from Laundry mat.	Yes
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours	
N/A	Jetted line 619 ft. Found blockage at 274 ft.	
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours	
N/A	Jetted line 110 ft. Found blockage at 60 ft.	
N/A	Jetted line 53 ft but resident was still backed up.	
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours	
Called in Serv Pro to Cleanup basement.	Jetted line and found roots.	Yes
N/A	Checked both upstream and downstream manholes and determined that problem wasn't ours	
<hr/>		

Called in Serv Pro to Cleanup  
basement.

N/A

Root Cut line, Roots at 200 ft.

Jetted line 216 ft. Small block at 103ft.

Checked both upstream and downstream manholes and  
determined that problem wasn't ours

Yes

N/A

Exhibit "38-a.-k."

						Methods used to remove the backup water from the residence property. (San-Drain) (Storm - Drain) Vacuumed up and hauled away. Called in outside cleaning company.
Date	Location	How soon was the backup reported	Problem In City Line	If on the Cities side what was the cause	Weather conditions during backup	
2009						
9/21/2009		Not Reported	X	Roots in 8 Inch main	Not Documented	N/A
11/30/2009		Not Reported	X	Line full of grit	Not Documented	None documented
12/30/2009		Not Reported	X	Hit Blockage at 140ft,	Not Documented	None documented
2010						
1/4/2010		Not Reported	X	Gease Blockage 30ft west of MH-SS-H4-091 down alley.	Not Documented	Sanitary Drain in Basement
2/10/2010		Not Reported	X	Root 25ft South of MH-SS-H4-097	Not Documented	Sanitary Drain in Basement
4/16/2010		Not Reported	X	City line backed up.	Not Documented	None documented
4/18/2010		Not Reported	X	City line backed up.	Not Documented	None documented
4/18/2010		Not Reported	X	City line backed up.	Not Documented	None documented
5/8/2010		Not Reported	X	City line backed up.	Not Documented	No Sewer overflow in House
5/13/2010		Not Reported	X	City Line Backup up.	Not Documented	None documented
8/6/2010		Not Reported	X	Sewer back up	Not Documented	None documented
8/13/2010		Not Reported	X	Toilet backing up	Not Documented	None documented
10/13/2010		Written 10/15/10	X	Sewer Backup	Not Documented	Went down sanitary drain in Basement, called out Serv-pro to clean up.
10/18/2010		Not Reported	X	Back up in drain	Not Documented	Went back down drain
12/7/2010		Not Reported	X	Sewer back up	Not Documented	None documented
12/11/2010		Not Reported	X	Sewer back up	Not Documented	None documented



12/14/2010	██████████	Not Reported	X	Sewer back up	Not Documented	None documented
12/19/2010	██████████	Not Reported	X	Sewer back up	Not Documented	None documented
12/27/2010	██████████	Not Reported	X	Sewer was close to backing up in basement	Not Documented	N/A
<b>2011</b>						
1/5/2011	██████████	Not Reported	X	Sewer back up	Not Documented	None documented
1/6/2011`	██████████	Not Reported	X	Roots in Pipe	Not Documented	None documented
1/7/2011	██████████	Not Reported	X	Sewer back up	Not Documented	None documented
1/30/2011	██████████	Not Reported	X	Sewer back up	Not Documented	None documented
2/1/2011	██████████	Called within 2hrs, Written 2/1/11	X	Sewer backup	Not Documented	Sewer went back down drain.
4/8/2011	██████████	Not Reported	X	Sewer back up	Not Documented	None documented
4/11/2011	██████████	Not Reported	X	Sewer back up	Not Documented	None documented
5/16/2011	██████████	Not Reported	X	Sewer back up	Not Documented	None documented
5/26/2011	██████████	Not Reported	X	Drains not going down	Not Documented	Went back down drain
9/30/2011	██████████	Not Reported	X	Sewer back up	Not Documented	None documented
10/21/2011	██████████	Not Reported	X	Sewer back up	Not Documented	None documented
12/4/2011	██████████	Called within 24hrs, written 12/5/11	X	Sewer Backup	Not Documented	None documented
<b>2012</b>						
4/21/2012	██████████	Written 4/23/12	X	Basement Backup	Not Documented	Went back down drain
4/22/2012	██████████	Written 4/22/12	X	Basement Backup	Not Documented	Went back down drain
6/12/2012	██████████	Written 6/15/12	X	Sewer back up	Not Documented	None documented
7/24/2012	██████████	Called within 3hrs, Written 7/24/12	X	Sewer backup	Not Documented	Went back down drain
9/12/2012	██████████	Writen 9/12/12	X	Sewer Backup	Not Documented	Went back down drain
12/23/2012	██████████	Written 12/29/12	X	Basement Backup	Not Documented	Went back down drain
<b>2013</b>						
1/11/2013	██████████	Written 1/14/13	X	Sewer Backup	Not Documented	Sewer went back down drain.

1/12/2013	██████████	Written 1/14/13	X	Sewer back up	Not Documented	None documented
3/14/2013	██████████	Written 3/20/13	X	Sewer back up	Not Documented	Sewer went back down drain.
4/12/2013	██████████	Not Reported	X	While jetting, sewage was backed up in her bathroom.	Not Documented	Mopped up
7/1/2013	██████████	Not sure	X	Sewer back up	Not Documented	Sewer went back down drain.
8/2/2013	██████████████	Not Reported	X	Sewer back up	Not Documented	None documented
10/26/2013	██████████	Not Reported	X	Sewer back up	Not Documented	None documented
12/20/2013	██████████	Written 12/23/13	X	Sewer In Basement	Not Documented	Called in Serv Pro to Cleanup basement, Sewer drained back in drain.
<b>2014</b>						
2/5/2014	██████████	Written 2/10/14	X	Sewer back up	Not Documented	Called in Serv Pro to Cleanup basement. Sewer Went back down Drain.

Actions taken to mitigate the backup. (jetted Line)(Root Cut) (Vacuumed up)(Camera Line)	Was a Damage Claim Filed	Was IDEM Notified
Root cut line 150 ft From MH-H4-002 to MH-H4-029		Not Reported
Jetted Grit out of line		Not Reported
Root Cut Line		Not Reported
Jetted Grease out of line and talked with Grocery Store owner, small grease trap under sink noted.		Not Reported
Root Cut Line		Not Reported
Jetted Line found it to be blocked with grease, jetted grease out of sewer.		Not Reported
Jetted Line found a buildup of Rags in line.		Not Reported
Jetted Line found a buildup of Rags in line.		Not Reported
Root Cut Line and found root at 250ft.		Not Reported
Lift Station Backed up. Reset Overloads.		Not Reported
Jetted line and found blockage at about 120 ft.		Not Reported
Cleaned out manhole and shot line		Not Reported
	Yes, No Claim	
Lots of roots found in line, cut them out with cutter.	awarded	Yes
Found roots in our line so the line was root cut a jetted. Blockage was at 275 ft.		Not Reported
Line was shot and found out that there was a small blockage at about 200 ft.		Not Reported
Root cut line and found roots at 76 ft.		Not Reported

Root cut and video tapped line. Found source of roots at 200 ft.	Not Reported
Line was jetted and root cut	
Jetted line to clear blockage	Not Reported

Jetted and video tapped line and found a root wall at 235 ft. Then root cut.	Not Reported
Jetted and root cut line and found blockage at about 100 ft. later video taped	Not Reported
Jetted line approx. 526 ft	Not Reported
Jetted line 245 ft. found blockage at 68 ft.	Not Reported
Jetted line, Large grease chunk in line.	Yes
Jetted line	Not Reported
Jetted line appox. 300 ft.	Not Reported
Jetted line and found blockage at about 66 ft.	Not Reported
Debris was built inside manhole so it was cleaned out.	Not Reported
Line was Jetted and cleared	Not Reported
Line was root cut and jetted	Not Reported

	Yes, No Claim	
Found line Blocked with Pop bottle.	awarded	Yes

Root blockage, Treated line with Dukes root killer 4/2013	Yes
Root Blockage at 54ft from MH-C6-008.	Yes
Jetted and vactored out line	Yes
Jetted line found roots at 210 feet	Yes
Pumping station forcemain Valve vibrated shut, Chained open	Yes
Found Grease blockage at 93ft from MH-D5-024	Yes

Large Amount of grease in Line coming from this resident.	Yes
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Jetted line 550 ft. There was a blockage at 394 ft.	Yes
Line was dug up and repaired, Metz Sewer	Yes
Nothing	Not Reported
Found rag and grit buildup in line, Possibly from Laundry mat.	Yes
Jetted line 619 ft. Found blockage at 274 ft.	Not Reported
Jetted line 110 ft. Found blockage at 60 ft.	Not Reported
Jetted line and found roots.	Yes
Root Cut line, Roots at 200 ft.	Yes



A

B

J






























J

C

Date	Location	Problem In Residence Line	Problem In City Line	If on the Cities side what was the cause
<b>2009</b>				
9/9/2009	██████████	X		N/A
9/10/2009	██████████	X		N/A
9/11/2009	████████████████	X		N/A
9/21/2009	████████████████		X	Roots in 8 Inch main
9/22/2009	████████████████	X		N/A
9/28/2009	██████████	X		N/A
9/28/2009	████████████████	X		N/A
10/7/2009	██████████	X		N/A
10/29/2009	██████████	X		N/A
11/10/2009	████████████████	X		N/A
11/19/2009	██████████			Not listed as to weather backup was City's or not.
11/30/2009	████████████████		X	Line full of grit
12/11/2009	████████████████	X		N/A
12/14/2009	██████████	X		N/A
12/14/2009	████████████████	X		N/A
12/15/2009	████████████████	X		Backup was not present but did find a Broken pipe but not collapsed (Repaired)
12/17/2009	████████████████	X		N/A
12/17/2009	██████████	X		N/A
12/23/2009	████████████████	X		N/A
20/30/09	████████████████████	X		N/A
12/30/2009	████████████████	X		N/A
12/30/2009	██████████		X	Hit Blockage at 140ft,

**2010**

1/2/2010	██████████	X	N/A
1/4/2010	████████		X Gease Blockage 30ft west of MH-SS-H4-091 down alley.
1/5/2010	██████████████	X	N/A
1/7/2010	████████	X	N/A
1/11/2010	██████████	X	N/A
1/11/2010	██████████	X	N/A
1/12/2010	████████	X	N/A
1/12/2010	██████████	X	N/A
1/26/2010	████████	X	N/A
1/30/2010	████████	X	N/A
1/31/2010	████████	X	N/A
2/10/2010	████████		X Root 25ft South of MH-SS-H4-097
2/16/2010	████████	X	N/A
3/2/2010	████████	X	N/A
3/8/2010	████████	X	N/A
3/11/2010	██████████	X	N/A
3/12/2010	██████████	X	N/A
3/24/2010	████████	X	N/A
3/24/2010	████████	X	N/A
3/29/2010	████████	X	N/A
4/3/2010	██████████	X	N/A
4/5/2010	██████████	X	N/A
4/7/2010	████████	X	N/A
4/12/2010	████████	X	N/A
4/12/2010	██████████	X	N/A
4/13/2010	████████	X	N/A
4/16/2010	██████████		X City line backed up.
4/18/2010	████████		X City line backed up.
4/18/2010	████████		X City line backed up.
5/8/2010	██████████		X City line backed up.
5/13/2010	██████████		X City Line Backup up.

5/14/2010		X		N/A
5/28/2010		X		N/A
6/7/2010		X		N/A
6/8/2010		X		N/A
6/11/2010		X		N/A
6/14/2010		X		N/A
6/16/2010		X		N/A
7/8/2010		X		N/A
7/15/2010		X		N/A
7/26/2010		X		N/A
8/6/2010			X	Sewer back up
8/13/2010		X		N/A
8/13/2010			X	Toilet backing up
8/18/2010		X		N/A
8/23/2010		X		N/A
9/7/2010		X		N/A
9/10/2010		X		N/A
10/13/2010			X	Sewer Backup
10/18/2010			X	Back up in drain
10/18/2010		X		N/A
10/20/2010		X		N/A
11/25/2010		X		N/A
11/30/2010		X		N/A
12/2/2010		X		N/A
12/6/2010		X		N/A
12/7/2010			X	Sewer back up
12/11/2010			X	Sewer back up
12/14/2010			X	Sewer back up
12/15/2010		X		N/A

12/19/2010	██████████		X	Sewer back up
12/21/2010	██████████	X		N/A
12/27/2010	██████████		X	Sewer was close to backing up in basement
12/27/2010	██████████	X		N/A

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**2011**

1/3/2011	██████████	X		N/A
1/5/2011	██████████		X	Sewer back up
1/6/2011`	██████████		X	Roots in Pipe
1/7/2011	██████████		X	Sewer back up
1/30/2011	██████████		X	Sewer back up
1/31/2011	██████████	X		N/A
2/1/2011	██████████		X	Sewer backup
2/1/2011	██████████	X		N/A
2/4/2011	██████████	X		N/A
2/22/2011	████████████████	X		N/A
2/22/2011	██████████	X		N/A
2/22/2011	██████████	X		N/A
2/24/2011	██████████	X		N/A
2/24/2011	██████████	X		N/A
3/2/2011	██████████	X		N/A
3/7/2011	██████████	X		N/A
3/10/2011	██████████	X		N/A
4/8/2011	██████████		X	Sewer back up
4/11/2011	██████████	X		N/A
4/11/2011	██████████		X	Sewer back up
4/27/2011	██████████	X		N/A
4/28/2011	██████████	X		N/A
4/28/2011	██████████	X		N/A
5/14/2011	██████████	X		N/A
5/16/2011	██████████		X	Sewer back up
5/17/2011	██████████	X		N/A

5/26/2011	██████████		X	Drains not going down
6/3/2011	██████████	X		N/A
6/6/2011	██████████	X		N/A
9/9/2011	██████████	X		N/A
9/19/2011	██████████	X		N/A
9/30/2011	██████████		X	Sewer back up
10/17/2011	██████████	X		N/A
10/20/2011	██████████	X		N/A
10/21/2011	██████████		X	Sewer back up
11/12/2011	██████████	X		N/A
12/4/2011	██████████		X	Sewer Backup

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## 2012

1/15/2012	██████████	X		N/A
1/31/2012	██████████	X		N/A
2/28/2012	██████████	X		N/A
4/7/2012	██████████	X		N/A
4/21/2012	██████████		X	Basement Backup
4/22/2012	██████████		X	Basement Backup
4/24/2012	██████████	X		N/A
6/12/2012	██████████		X	Sewer back up
7/24/2012	██████████		X	Sewer backup
8/11/2012	██████████	X		N/A
9/12/2012	██████████		X	Sewer Backup
10/7/2012	██████████	X		N/A
12/23/2012	██████████		X	Basement Backup
12/24/2012	██████████	X		N/A

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## 2013

1/11/2013	██████████		X	Sewer Backup
1/12/2013	██████████		X	Sewer back up
3/14/2013	██████████		X	Sewer back up
3/21/2013	██████████	X		N/A
4/12/2013	██████████		X	While jetting, sewage was backed up in her bathroom.



4/21/2013	██████████	X		N/A
6/23/2013	██████	X		N/A
7/1/2013	██████████		X	Sewer back up
7/3/2013	██████████	X		N/A
8/2/2013	██████████		X	Sewer back up
9/10/2013	██████████	X		N/A
10/26/2013	██████████		X	Sewer back up
11/29/2013	██████████	X		N/A
12/20/2013	██████████		X	Sewer In Basement
12/29/20113	██████████	X		N/A

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**2014**

2/5/2014	██████████		X	Sewer back up
2/16/2014	██████████	X		N/A
2/16/2014	██████████	X		N/A

D	E	F	K	H
Weather conditions during backup	Methods used to remove the backup water from the residence property. (San-Drain) (Storm - Drain) Vacuumed up and hauled away. Called in outside cleaning company.	Actions taken to mitigate the backup. (jetted Line)(Root Cut) (Vacuumed up)(Camera Line)	Was a Damage Claim Filed	Was IDEM Notified
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	Root cut line 150 ft From MH-H4-002 to MH-H4-029		No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	None documented	Jetted Grit out of line		
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	Root Cut Line	N/A		No

Not Documented	N/A	N/A	No	No
Not Documented	Sanitary Drain in Basement	Jetted Grease out of line and talked with Grocery Store owner, small grease trap under sink noted.		
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	Sanitary Drain in Basement	Root Cut Line		
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	Jetted Line found it to be blocked with grease, jetted grease out of sewer.		
Not Documented	None documented	Jetted Line found a buildup of Rags in line.		
Not Documented	None documented	Jetted Line found a buildup of Rags in line.		
Not Documented	No Sewer overflow in House	Root Cut Line and found root at 250ft.		
Not Documented	None documented	Lift Station Backed up. Reset Overloads.		

Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	Jetted line and found blockage at about 120 ft.		
Not Documented	N/A	N/A	No	No
Not Documented	N/A	Cleaned out manhole and shot line		
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	Went down sanitary drain in Basement, called out Serv-pro to clean up.	Lots of roots found in line, cut them out with cutter. Found roots in our line so the line was root cut a jetted. Blockage was at 275 ft.		Yes
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	Line was shot and found out that there was a small blockage at about 200 ft.		
Not Documented	N/A	Root cut line and found roots at 76 ft.		
Not Documented	N/A	Root cut and video tapped line. Found source of roots at 200 ft.		
Not Documented	N/A	N/A	No	No

Not Documented	N/A	Line was jetted and root cut		
Not Documented	N/A	N/A	No	No
Not Documented	N/A	Jetted line to clear blockage		
Not Documented	N/A	N/A	No	No
<hr/>				
Not Documented	N/A	N/A	No	No
		Jetted and video tapped line and found a root wall at 235 ft.		
Not Documented	N/A	Then root cut.		
		Jetted and root cut line and found blockage at about 100 ft.		
Not Documented	N/A	later video taped		
Not Documented	N/A	Jetted line approx. 526 ft		
Not Documented	N/A	Jetted line 245 ft. found blockage at 68 ft.		
Not Documented	N/A	N/A	No	No
				Yes
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	Jetted line		
Not Documented	N/A	N/A	No	No
Not Documented	N/A	Jetted line appox. 300 ft.		
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	Jetted line and found blockage at about 66 ft.		
Not Documented	N/A	N/A	No	No

Not Documented	N/A	Debris was built inside manhole so it was cleaned out.		
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	Line was Jetted and cleared		
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	Line was root cut and jetted		
Not Documented	N/A	N/A	No	No
Not Documented	N/A	Found line Blocked with Pop bottle.		Yes
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No
Not Documented	Went back down drain	Root blockage, Treated line with Dukes root killer 4/2013		Yes
Not Documented	Went back down drain	Root Blockage at 54ft from MH-C6-008.		Yes
Not Documented	N/A	N/A	No	No
Not Documented	N/A	Jetted and vactored out line		
Not Documented	Went back down drain	Jetted line found roots at 210 feet		Yes
Not Documented	N/A	N/A	No	No
Not Documented	Went back down drain	Pumping station forcemain Valve vibrated shut, Chained open		Yes
Not Documented	N/A	N/A	No	No
Not Documented	Went back down drain	Found Grease blockage at 93ft from MH-D5-024		Yes
Not Documented	N/A	N/A	No	No
Not Documented	Sewer went back down drain.	Large Amount of grease in Line coming from this resident.		Yes
Not Documented	N/A	Jetted line 550 ft. There was a blockage at 394 ft.		
Not Documented	Sewer went back down drain.	Line was dug up and repaired, Metz Sewer		Yes
Not Documented	N/A	N/A	No	No
Not Documented	N/A	Nothing		



Not Documented	N/A	N/A		
Not Documented	N/A	N/A		
Not Documented	Sewer went back down drain.	Found rag and grit buildup in line, Possibly from Laundry mat.		Yes
Not Documented	N/A	N/A		
Not Documented	N/A	Jetted line 619 ft. Found blockage at 274 ft.		
Not Documented	N/A	N/A	No	No
Not Documented	N/A	Jetted line 110 ft. Found blockage at 60 ft.		
Not Documented	N/A	N/A	No	No
Not Documented	Called in Serv Pro to Cleanup basement.	Jetted line and found roots.		Yes
Not Documented	N/A	N/A	No	No

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	Called in Serv Pro to Cleanup basement.			
Not Documented	basement.	Root Cut line, Roots at 200 ft.		Yes
Not Documented	N/A	N/A	No	No
Not Documented	N/A	N/A	No	No

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Exhibit "46-a.b."

**City of Lake Station**  
**Lake County, Indiana**  
**Sanitary Sewer Overflow Response Plan**  
**And**  
**Public Notification Plan**

**October 2009**

## Table of Contents

1. Authority .....	1
2. General .....	1
2.1. Objectives .....	1
3. Overflow Response Plan .....	1
3.1. Receipt of Information Regarding an SSO .....	1
3.2. Procedure for Responding to a Reported SSO .....	2
3.3. Sanitary Sewer Overflow Action Plan .....	3
3.4. Overflow Reports .....	6
4. Public Advisory Procedure .....	8
4.1. Sanitary Sewer Overflow .....	8
4.2. Wet weather overflows .....	8
4.3. Temporary or Permanent Signage .....	8
4.4. Public Notification .....	9
5. Distribution and Maintenance of SSORP .....	10
5.1. Submittal and Availability of SSORP .....	10
5.2. Review and Update of SSORP .....	11
Appendix A - City of Lake Station Organization Chart .....	12
Appendix B - Emergency Contact Protocol .....	14
Appendix C - Basement Backup Procedures .....	16
Appendix D - Structure Overflow Procedure .....	18
Appendix E - Potential Sewer Spill Locations .....	20
Appendix F - Bypass/Overflow Incident Report .....	23
Appendix G - Report of Sanitary Sewer Overflow Incident .....	25

## **1. Authority**

Authority for the City of Lake Station to take the appropriate and necessary steps to maintain the sanitary sewers and their appurtenances as defined in the local ordinance.

## **2. General**

The Sanitary Sewer Overflow Response Plan (SSORP) is designed to ensure that every report of a suspected or confirmed sewage overflow is immediately dispatched to the appropriate crews so the effects of the overflow can be minimized with respect to impacts to public health and adverse effects on beneficial uses and water quality of surface waters and customer service. The SSORP further includes provisions to ensure that notification and reporting is made to the appropriate local, state and federal authorities. For purposes of this SSORP, "confirmed sewage spill" is also sometimes referred to as "sewer overflow," "overflow," or "SSO". A sewer overflow can also include a "Water in Basement" occurrence involving sanitary sewer back-ups into private homes or businesses. The effective date of this plan is December, 2009.

### **2.1. Objectives**

The primary objectives of the SSORP are to protect public health and the environment and satisfy regulatory agencies by specifying procedures for managing sanitary sewer overflows.

Secondary objectives of the SSORP are to provide appropriate customer service, protect City staff, and protect the collection system, private property, and the public.

This Plan does not supersede existing emergency plans or standard operating procedures unless directed by The Sanitation Board President/ and the City of Lake Station Mayor.

## **3. Overflow Response Plan**

The Overflow Response Plan presents a strategy for City of Lake Station Public Works to mobilize labor, materials, tools and equipment to correct or repair any condition which may cause or contribute to an unpermitted discharge. The plan considers a wide range of potential system failures that could create an overflow to surface waters, land or buildings. The plan assigns tasks to various staff by title. When a Public Works Superintendent is not available, he may designate a staff person to assume his responsibilities. An organization chart is found in Appendix A.

### **3.1. Receipt of Information Regarding an SSO**

- 1) An overflow may be detected by City employees or by the general public. During normal working hours (Monday-Friday from 8:30 am to 4:30 pm), possible sewer overflow includes sewer backup into the basement, sanitary manholes, spill/leakage from overflow relief pipes, lift stations, etc. will be reported immediately to the Sewer Department at 219-962-8511 and the appropriate work order will be made.

- 2) Outside of the normal business hours, weekend, and City holidays, possible sewer overflow will be reported to Police Department at 219-962-1186.
  - a) Police Dispatch will contact the appropriate people from the Department of Public Works.
- 3) The City of Lake Station Lift Station & Environmental Emergency Contact Protocol included in Appendix B list the phone numbers in the order of contact priority.
- 4) Person receiving the call shall obtain the name of the caller, phone number, address, time discovered, and the location of the problems.

### **3.2. *Procedure for Responding to a Reported SSO***

- 1) The Public Works Superintendent or Public Works General Foreman obtains all relevant information available regarding the overflow from the reporting person including:
  - a) Time and date call was received;
  - b) Specific location;
  - c) Description of problem;
  - d) Time possible overflow was noticed by the caller;
  - e) Caller's name and phone number; Observations of the caller (e.g., basement backup, manhole, lift station, odor, duration, back or front of property); and
  - f) Other relevant information that will enable the responding investigator and crews, if required, to quickly locate, assess and stop the overflow.
- 2) The Public Works Superintendent or Public Works General Foreman will create a work order to document the call and initiate the response.
- 3) The Public Works Superintendent or Public Works General Foreman issues the work order to the "responding person" – either the sewer technician or the after hours on-call person.
- 4) The Responding Person confirms the overflow. Until verified, the report of a possible spill/leakage will not be referred to as a "Sanitary Sewer Overflow."
- 5) The Responding Person initiates the Sanitary Sewer Overflow Action Plan (see Section 3.3).
- 6) The Public Works Superintendent or Public Works General Foreman will call IDEM's Spill Reporting Hot Line 317-233-7745 within one hour of verifying that sanitary sewer overflow has occurred. The following information shall be given to IDEM:
  - a) Caller's name and that the call is on behalf of the City of Lake Station



- b) The location of the SSO
  - c) The cause of the SSO
  - d) If the overflow entered a waterway and if so, which one
  - e) How long the overflow has been active and when it was discovered
  - f) Estimated volume of overflow
  - g) Containment and clean up procedures
- 7) The Public Works Superintendent or Public Works General Foreman will get the following information from IDEM
    - a) Name of the person he is speaking with at IDEM
    - b) IDEM Incident Number
  - 8) If the SSO has reached a waterway, the Public Works Superintendent will contact Water Department immediately to alert them of the situation.
  - 9) The Public Works Superintendent will complete the **Overflow/Bypass Incident Report Form** (See Appendix F) and fax it to IDEM within 24 hours of the Superintendent's confirmation of the overflow. A copy will be delivered to the Sanitation Board President and Mayor for his review during normal business hours. The original form will be filed by the Public Works Superintendent.
  - 10) The Public Works Superintendent will prepare the **Report of the Sanitary Sewer Overflow Incident** (Appendix G) and the Sanitation Board President and Mayor will review the report and submit it to IDEM within five (5) days of spill confirmation. A copy of the report will be filed by the Public Works Superintendent.

### **3.3. Sanitary Sewer Overflow Action Plan**

Failure of any element within the wastewater collection system that threatens to cause or causes an SSO triggers an immediate response to isolate and correct the problem. Crews and equipment are available to respond to any SSO location. If the problem is a basement backup, the respondent will follow the steps as defined in Appendix C. If the problem is a structure overflow, the respondent will follow the steps as defined in Appendix D. The Public Works Department will dispatch crews to any site of a reported SSO directly related to the mainline backup immediately after confirmation of the overflow. Also, the Public Works Department will place additional maintenance personnel "on call" in the event extra crews are needed.

#### **3.3.1. Dispatching Crews**

- 1) Responding Person calls Public Works Superintendent / Public Works General Foreman to report findings.

- 2) Public Works Superintendent / Public Works General Foreman calls in responding crews by cell phone, City two-way radio, or in-person, as appropriate. The assigned crew receives instructions from the Public Works Superintendent regarding appropriate staff, materials, supplies, and equipment needed.

### **3.3.2. Coordination with Hazardous Material Response**

- 1) Upon arrival at the scene of a sewer overflow, should a suspicious substance (e.g., oil sheen, foamy residue) be found on the ground surface, or should a suspicious odor (e.g., gasoline) not common to the sewer system be detected, the response crew immediately contacts the Public Works Superintendent for guidance before taking further action.
- 2) Should the Public Works Superintendent determine the need to alert the hazardous material response team, the response crew awaits the arrival of the Lake Station Fire Department to take over the scene. Remember that any vehicle engine, portable pump or open flame (e.g., cigarette lighter) can provide the ignition for an explosion or fire should flammable fluids or vapors be present. Keep a safe distance and observe caution until assistance arrives.
- 3) Upon arrival of the Lake Station Fire Department, the response crew takes direction from the person with the lead authority of that team. Only when that authority determines it is safe and appropriate for the response crew to proceed can they then proceed under the SSORP with the containment, clean-up activities, and corrective actions.

### **3.3.3. Overflow Correction, Containment, and Clean-Up**

- 1) Responsibilities of Response Crew Upon Arrival
  - a) Determines the cause of the overflow, e.g. sewer line blockage, pump station mechanical or electrical failure, sewer line break, etc.; Reports findings to the Public Works Superintendent or Public Works General Foreman
  - b) Public Works General Foreman or the Sewer Technician analyzes situation determines corrective action and requests necessary additional personnel, materials, supplies, or equipment that will expedite stopping the overflow and minimize the impact of the overflow. Identifies and requests, if necessary, assistance or additional resources from private contractors to correct the overflow or to assist in the determine of its cause;
  - c) Takes immediate steps to stop the overflow, e.g. relieves pipeline blockage, manually operates pump station controls, repairs pipe, etc. Steps may be considered where overflows from private property threaten public health and safety (e.g., an overflow running off of private property into the public right-of-way).
  - d) Determines if private property is impacted;
- 2) Initial Measures for Containment
  - a) Initiate measures to contain the overflowing sewage and recover, where possible, sewage

which has already been discharged, minimizing impact to public health or the environment. Use sand bags, vacuum truck, portable pumps etc to contain and remove raw sewage.

- b) Determine the immediate destination of the overflow, e.g. storm drain, street curb gutter, body of water, creek bed, etc. If the spill has entered a storm sewer or ditch, the response crew will take immediate steps to contain the overflow, e.g., block or bag storm drains, recover through vacuum truck, divert wastewater into downstream manhole, etc.
  - c) Identify and request the necessary materials and equipment to contain or isolate the overflow, if not readily available.
- 3) Additional Measures under Potentially Prolonged Overflow Conditions
- a) In the event of a prolonged sewer line blockage or a sewer line collapse, set up a portable by-pass pumping operation around the obstruction or use of emergency generator during a power outage at a lift station.
  - b) Take appropriate measures to determine the proper size and number of pumps or generator required to effectively handle the sewage flow.
  - c) Implement continuous or periodic monitoring of the by-pass pumping operation or generator as required.
- 4) Cleanup
- a) Sewer overflow sites are to be thoroughly cleaned after an overflow. No readily identified residue (e.g., sewage solids, papers, rags, plastics, rubber products) is to remain.
  - b) Where practical, thoroughly flush the areas clean of any sewage or wash-down water. Solids and debris are to be flushed, swept, raked, picked-up, and transported for proper disposal.
  - c) Secure the overflow to prevent contact by members of the public until the site has been thoroughly cleaned.
  - d) Where possible, disinfect the overflow site.
  - e) Where sewage has resulted in ponding, pump the pond dry with a portable pump and dispose of the residue in accordance with applicable regulations and policies.
  - f) If sewage has discharged into a body of water that may contain fish or other aquatic life, do not use bleach, and contact the Indiana Department of Natural Resources, or IDEM for specific instructions.
  - g) Use of portable aerators may be required where complete recovery of sewage is not practical and where severe oxygen depletion in existing surface water is expected.



### **3.3.4. Water Quality Assessment**

- 1) If the SSO goes to a waterway, the Sanitation Board President and On-Scene Coordinator Emergency Response shall be notified. The On-Scene Coordinator Emergency Response will initiate the Water Quality Assessment testing program.
- 2) The following tests shall be done starting 25 feet upstream of the entry point, at the entry point of the SSO and going down stream in 25 foot intervals (or as directed by IDNR or IDEM). Response Crew shall walk on the bank, not in the water, while collecting samples and taking readings.
  - a) pH
  - b) Dissolved Oxygen (DO) in mg/l and percent saturation. The D.O. in our creeks and streams averages between 5.5 and 10 mg/l. Any reading below 4 mg/l will require remedial action and such action shall be coordinated with IDNR, or IDEM.
  - c) Temperature readings of the water and weather conditions noted at the time of the event.
- 3) These tests may need to be done for several days after the SSO. The On-Scene Coordinator Emergency Response will determine the need and provide a written plan for sampling frequency and duration. The sampling plan shall be included in the event documentation.
- 4) Keep detailed field notes on every action taken and give them to the On-Scene Coordinator Emergency Response.

## **3.4. Overflow Reports**

### **3.4.1. Immediate Notification**

Public Works Superintendent or Public Works General Foreman shall notify IDEM immediately after verification of the overflow and initiation of response crews. Notify these primary agencies by phone within one (1) hour of verification of overflow. The On-Scene Coordinator Emergency Response and/or Mayor will notify Water Department and initiate the Public Advisory procedures as appropriate.

IDEM's 24 hour Spill Reporting Hotline 317-233-7745

Lake County Health Department 219-755-3655

### **3.4.2. Reports**

- 1) Using data collected during the verification process and updates from the response crew, the Public Works Superintendent prepares Bypass/Overflow Incident Report (Appendix C). This report is faxed to IDEM within 24 hours of the overflow verification.
- 2) Using data collected during the response, Public Works General Foreman or the Sewer

Technician will prepare a written Report of Overflow Incident (Appendix D). The Sanitation Board President / Mayor will review the report and discuss it with the Public Works Superintendent. The report will be signed by the Mayor/or Sanitation Board President and mailed to EPA and IDEM (return receipt requested) within 5 calendar days of the incident.

#### **3.4.3. Information required for the reports on the sewer overflow**

- 1) Indication that the sewage overflow reached surface waters and the name of the surface water, i.e., all overflows where sewage was observed running to surface waters, or there was obvious indication (e.g. sewage residue) that sewage flowed to surface waters; or
- 2) Indication that the sewage overflow had not reached surface waters. Guidance in characterizing these overflows to include:
  - a) Sewage overflows to storm sewers (with no public access) where personnel verify, by inspection, that the entire volume is contained in a sump or impoundment and where complete clean-up occurs leaving no residue;
  - b) Overflows where observation or on-site evidence clearly indicates all sewage was retained on land and did not reach a surface water and where complete cleanup occurs leaving no residue.
  - c) Overflows where sewage backed up into a building.
- 3) Determination of the start time of the sewer overflow by one of the following methods:
  - a) Date and time information received and/or reported to have begun and later substantiated by a sewer investigator or response crew;
  - b) Visual observation; or
  - c) Pump station and lift station flow charts and other recorded data.
- 4) Determination of the stop time of the sewer overflow by one of the following methods:
  - a) When the blockage is cleared or flow is controlled or contained; or
  - b) The arrival time of the sewer investigator or response crew, if the overflow stopped between the time it was reported and the time of arrival; or
  - c) Field observations
- 5) An estimation of the rate of sewer overflow in gallons per minute (GPM) by one of the following criteria:
  - a) Direct observations of the overflow; or
  - b) Measurement of actual overflow rate from the sewer main, using a flow meter, weir, drop

bucket, or other method.

- 6) Determination of the volume of the sewer overflow:
  - a) When the rate of overflow is known, multiply the duration of the overflow by the overflow rate; or
  - b) When the rate of overflow is not known, investigate the surrounding area for evidence of ponding or other indications of overflow volume.
- 7) Photographs of the event, when possible.
- 8) Description of the sewer component from which the overflow occurred.
- 9) Cause, or suspected cause, of the overflow.
- 10) Actions taken or planned to prevent reoccurrence.
- 11) Actions taken to prevent, minimize or mitigate damage.
- 12) Water Quality data collected during and after the event.

## **4. Public Advisory Procedure**

### **4.1. Sanitary Sewer Overflow**

In the event a dry weather overflow occurs, the Responding Person will call his Public Works General Foreman and inform them of the overflow. The Public Works General Foreman will call the Public Works Superintendent. The Public Works Superintendent evaluates the situation. If the overflow poses a possible health or environmental impact, he will call the On-Scene Coordinator Emergency Response and/or Sanitation Board President / Mayor.

### **4.2. Wet weather overflows**

In the event a wet weather overflow occurs after normal working hours, the On-Call Person will call the Public Works Superintendent and/or the On-Scene Coordinator Emergency Response if there is imminent danger of public health and safety impacts.

If the overflow does not pose an immediate threat to public health and safety, the On-Call person will notify the Public Works Superintendent the following morning.

### **4.3. Temporary or Permanent Signage**

The Public Works Department has primary responsibility for determining when to post notices of polluted surface water bodies or ground surfaces that result from uncontrolled wastewater discharges from its facilities. The postings do not necessarily prohibit use of recreational areas, unless posted otherwise, but provide a warning of potential public health risks due to sewage



contamination.

The Public Works Superintendent will recommend to the Sanitation Board President / Mayor that posting of a confirmed overflow be undertaken or that there is reasonable potential for an overflow to occur, thus supporting the need to post the SSO location in advance. If posting is deemed necessary, Lake County Department of Health, and IDEM shall be notified.

#### **4.3.1. Permanent Signs**

Permanent signs will be posted at recurring overflow locations. Recurring overflow is defined as more than three overflows per year. The Public Works Superintendent will review overflow occurrences each month and recommend additional signs or removal of signs to the Sanitation Board President / Mayor.

#### **4.3.2. Temporary Signs**

- 1) Public Works General Foreman or Responding Person confirms reported SSO.
- 2) Public Works General Foreman relays information to Public Works Superintendent who provide all relevant SSO data to the Sanitation Board President / Mayor.
  - a) History of overflow frequency at the location
  - b) Relevant rainfall data, if wet weather related
  - c) Map identifying overflow location and surrounding area
  - d) Personnel input on posting recommendation
- 3) The Sanitation Board President / Mayor recommend whether or not to post.
- 4) If sign is posted, Customer Service Representative notified.
- 5) Warning sign is posted by Public Works Department.
- 6) The Public Works Superintendent decides when sign is removed.

#### **4.4. Public Notification**

The Sanitation Board President or the On-Scene Coordinator Emergency Response will initiate the following Public Notification through the use of pre-scripted notices made available to the printed or electronic news media for immediate publication or airing, or by other measures (e.g., front door hangers). All requests for information or interviews from the media shall be directed to the Public Works Superintendent or Sanitation Board President/Mayor, who will respond to such media requests.

- 1) When an overflow has been confirmed and is a threat to public health, take the following actions to notify the public:

- a) Public Works Superintendent or response crew verifies overflow and reports back to the Sanitation Board President / Mayor and On-Scene Coordinator Emergency Response (24/7).
- 2) Sanitation Board President or On-Scene Coordinator Emergency Response notifies the appropriate staff to post a notice on the City Web site, Public Access channel, and newspaper.
- 3) Sanitation Board President or On-Scene Coordinator Emergency Response authorizes the distribution of door hangers in the areas affected by the overflow.
- 4) Billing inserts will be sent once per year. The intent of the billing insert is public education regarding risks associated with sanitary sewer overflows and how the consumer can help prevent sanitary sewer overflows and where to get more information (web site and public access TV).
- 5) The Sanitation Board President or On-Scene Coordinator Emergency Response submits a notice to the local newspaper to be published as soon as possible.
- 6) Calls received by the Public Works Department or Police dispatcher from the media at any time are referred to the Public Works Superintendent or Sanitation Board President / Mayor.
- 7) The following personnel are authorized to be interviewed by the media and are the designated spokespersons:
  - a) Public Works Superintendent
  - b) Mayor
  - c) Sanitation Board President

## **5. Distribution and Maintenance of SSORP**

Annual updates to the SSORP will be made by Public Works staff to reflect all changes in policies and procedures that may be required to achieve its objectives.

### **5.1. Submittal and Availability of SSORP**

Distribute copies of the SSORP and any amendments to the following departments and functional positions:

Public Works Superintendent

Sanitation Board President

On-Scene Coordinator Emergency Response

Public Works General Foreman

Sewer Technician

Mayor

Operators

Clerk of City Council

All other personnel who may become involved in responding to overflows.

## **5.2.     *Review and Update of SSORP***

Review the SSORP annually and amend as appropriate. The Public Works Department should:

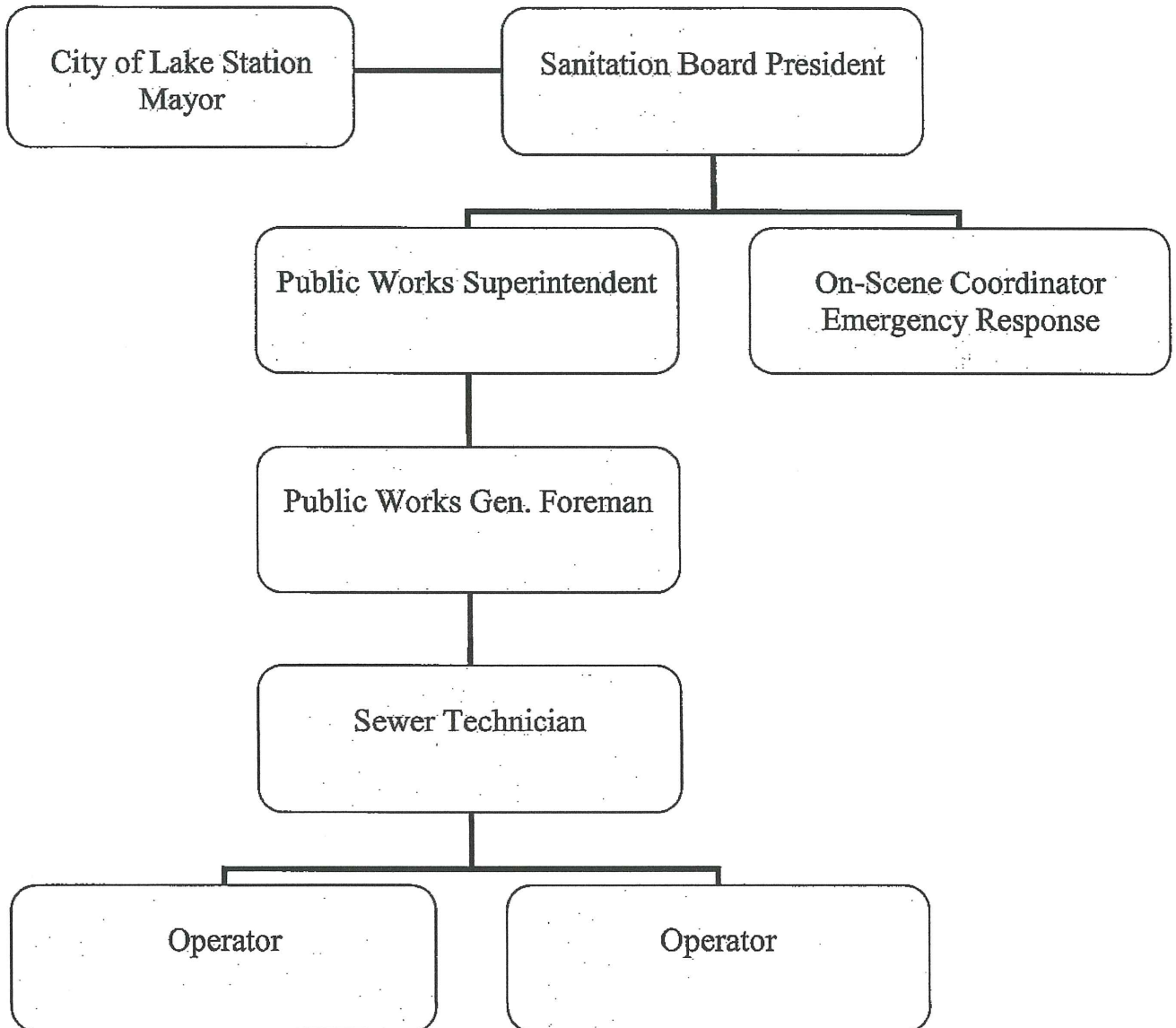
Update the SSORP with the issuance of a revised or new NPDES permit or state waste discharge permit;

Conduct annual training sessions with appropriate personnel; and

Review and update, as needed, the various contact person lists included in the SSORP.

## **Appendix A - City of Lake Station Organization Chart**

## City of Lake Station Organization Chart



## **Appendix B - Emergency Contact Protocol**